



Bishop Auckland Town Council

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Mayor: Cllr Michael Siddle

Town Clerk: Sarah Harris

10 September 2026

Members of the Allotment and Environment Committee

Councillor

You are hereby summoned to attend a meeting of **Bishop Auckland Allotments and Communities** on **Tuesday 15th September 2026 at 6.00pm**, at the Town Council Offices, 54 Kingsway, Bishop Auckland, Co. Durham DL14 7JF.

Members of the Public and Press are welcome to attend. We request that attendance is registered with the Town Clerk prior to attending to ensure that the meeting space is large enough to accommodate everyone safely. To register attendance please call 01388 207110 or email council@bishopauckland-tc.gov.uk by noon on 14th September 2026.

The Chairman advises members of the Council and the public that the meeting or part of the meeting may be recorded by audio and may be by video.

Yours sincerely

S Harris

Sarah Harris

Clerk to the Council

AGENDA

1. **Apologies for Absence** - To receive apologies and approve reasons for absence
2. **Declaration of Interest** - To record declarations of interest from members on any item on the agenda, including any interest prejudicial or personal as recorded on the Members register of interests.
3. **Action Log of previous meeting** – to look at completed and outstanding actions for the committee from previous meetings
4. **Allotments Update**
 - a. Allotment Officers Report covering, but not limited to:
 - i. Landscape
 - ii. Summer Inspections
 - iii. Quotes for works
5. **Finance and Policy – Annual review of policies and Charges related to the Town Councils Allotment service** – to undertake the annual review of the allotment policies and procedures, along with setting the allotment charges and rates for tenancy year ahead and the rent rate for 2027-28. The policy documents to be reviewed include, but are not limited to:
 - Bishop Auckland Town Council - Allotment Rules and Regulations
 - Bishop Auckland Town Council - Allotment Tenancy Enforcement Procedure

- Bishop Auckland Town Council – Allotment Charges and rates 2026-27 and 2027-28

6. Environment

- a. Greener together working group
- b. Floral Displays 2026-27 and 2027-28
- c. Environmental Improvement Projects 2026-27 and 2027-28

7. Recognition Awards October 2026 – to outline the details of the annual recognition awards for 2026.

8. Public Participation - To hear from any members of the public subject to Public Participation Policy¹

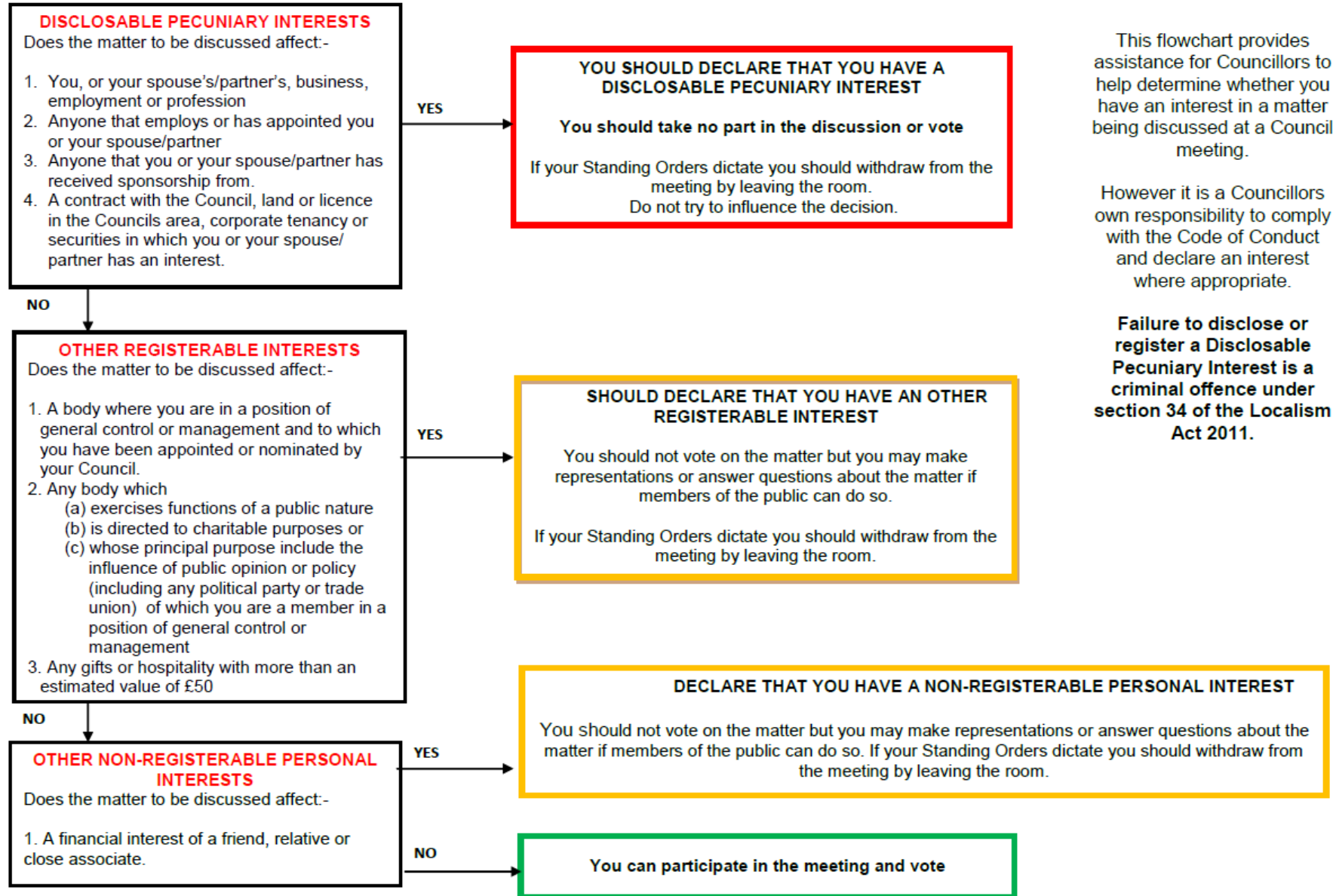
9. *Exclusion of Press and Public In accordance with the provisions of Section 1 of the Public Bodies (Admission to Meetings) Act 1960, as amended by Section 100 of the Local Government Act 1972, the Council do now exclude the press and public for the remaining item on the agenda by reason of the confidential nature of the business to be transacted since publicity would be prejudicial to the public interest.*

10. To receive updates regarding

- a. Sale of Land at Broken Banks Update
- b. De-designation of Land at Toronto and sale to existing tenants
- c. Reinvestment / redevelopment of land at Woodhouse Close, Mill Race and West Mills

¹ <https://bishopauckland-tc.gov.uk/wp-content/uploads/2026/08/Public-Participation-Policy-28-05-2026-1.pdf>

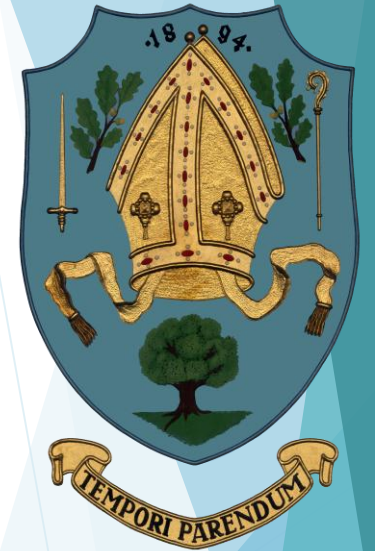
DO I HAVE AN INTEREST?



2026-2027 Bishop Auckland Town Council Allotment and Environment Committee Action Log			
Minute No	Action	Resolved	Status
Jul-26			
AEC011/26	Apologies for Absence	Resolved: that the apologies for Cllr Legge passed via a councillor was delivered incorrectly and could not be accepted.	noted
AEC012/26	Declaration of in terest	Resolved Cllr Siddle declared an inteset in quotes for knockweed 4cii and agree to leave the room at the point of discussion.	noted
AEC013/26	Action Log	Resolved that the members noted the action log and members agreed that it was accurately updated.	noted
AEC014/26	Allotment landscape - report	Resolved: that members accepted the report, and the Deputy Clerk was tasked with contacting Clean and Green at DCC to discuss their pavement maintenance plan going forward to address the weeds and grasses.	contact made and response is that the pavements are now only sprayed twice per year.
AEC015/26	Summer Inspection update	Resolved that members noted the update and report and that a follow up will be brought to the next meeting.	on agenda
AEC016/26	National Allotments Week	Resolved: that members agreed to the activities suggested. That members want to plan for the following 12 months in order to have more lead in time to upcoming events.	noted
AEC017/26	Finance reports as follows were submitted	Resolved that members agreed to defer the costs and charges discussion.	noted
	Cost and Charges		
	Quotes for work - Cllr Siddle left for this section	Resolved that members agreed to go with the lower quote and for the Clerk to appoint the contactor so work can commence.	activity in progress - first treatment given
AEC018/26	Environment report submitted	Resolved: that members accepted the report and tasked the Clerk/Deputy Clerk to obtain quotes from contracts for maintenance in 2027 including obtaining quotes from works depts at neighbouring councils. That a comprehensive paper be brought to a future meeting.	quotes being sought
AEC019/26	Strategy Consultation	Resolved: Councillors agreed to further prompt for Strategy Survey returns	completed
AEC020/26	Public Participation	Resolved: that members discussed the questions posed and answered the queries. That the Council will reinstate putting up signs regarding the previous months water bills.	water costs contained on Sept Agenda
AEC021/26	Update as follows		
	Site dedesignation	Resolved: that members noted the update, and that once the de-designation is received, contact the tenants to advise, and the clerk to seek appraisal from the land agent on selling costs, and to advise the tenants that they have the first opportunity to purchase, and that the same ruling as used on Broken Banks of 80% of market value to be obtained.	tenants advised and update report on sept agenda
	Land Sales	Resolved: that members noted the update, and agreed that that plot 6 and 7 remain on the open market and that an offer of 80% or above would be agreed to ensure that consistent rules were applied.	offer on the plots accepted
	Lease Reviews	Resolved: that the members agreed that the South Church site lease is to be reviewed, with more realistic costings. As part of the review the Association should be charging the same rates and the council as they are bound by the same rules and regulations. The Clerk to set up initial discussion, draft a revised agreement.	underway and verbal update provided.
		Resolved: That the members agree that the Edge Hill lease is to be reviewed, for a reasonable length of time to provide some protections to tenants, negotiations to start now, as the lease is due to expire in 2029.	

Allotment and Environment Committee

15th Sept 2026



**Bishop Auckland
Town Council**

Action Log of previous meeting - to look at completed and outstanding actions for the committee from previous meetings

Complete

- ▶ Contact Clean & Green regarding the pavement maintenance plans going forward to address the weeds and grasses.
- ▶ Allotment feedback to be brought to next meeting
- ▶ To appoint the agreed contractor for the Knotweed (treatment has started)
- ▶ Appoint land agent for the sale of the plots at Toronto
- ▶ That the negotiations re the Edge Hill & South Church lease be undertaken by the Clerk initial contact made

Outstanding

- ▶ Start initial planning for 2027 National Allotment week
- ▶ Obtain quotes for a maintenance contract for floral displays in 2027 - emails sent to contractors but no quotes received yet - to be brought to next meeting

Allotments Update

Allotment Officers Report covering, but not limited to:

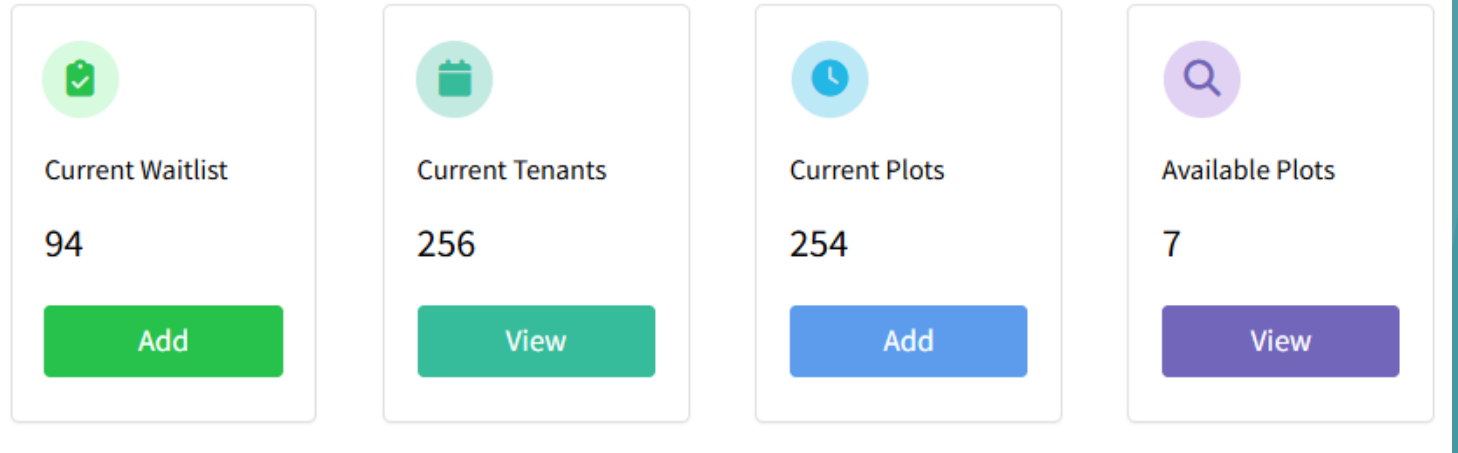
- ▶ Landscape

Summer Inspections

Following Informal Warnings Issued across several sites we currently have:

- ▶ 4 tenants requesting to terminate immediately/end of season
- ▶ 3 issued a formal warning
- ▶ 7 progressed to formal warnings
- ▶ 3 progressed to notice to quits

Allotment Landscape



Waiting lists states - 94 but this is 72 people for multiple sites:

- ▶ Of which we have
 - ▶ Edge Hill 10
 - ▶ Pollards 21
 - ▶ Tindale - 20
 - ▶ Woodhouse Close -36
 - ▶ South Church - 7

Vacant Plots - as of 08/09/26 - These are made up of:

- Edge Hill - 4
- Pollards - 0
- Tindale - 0
- Woodhouse - 0
- South Church - 5

Site Works - completed

- ▶ Boom Gate at Woodhouse Close car park for Security complete
- ▶ Woodhouse overgrown trees on old school ground overlooking plots have now been carried out by DCC
- ▶ Pollards fence has been replaced on the front - quote being obtained for the back fence.
- ▶ New BATC signage on entrance to sites to replace Wear valley signs
- ▶ Tree works carried out at South Church on West side by DCC
- ▶ Mound removal complete at Tindale
- ▶ Embankment clear of glass at Pollards
- ▶ Mapping & Photography of each site
- ▶ Allotment officer put up fence and replaced 2 gates to bring an area back into use at Tindale
- ▶ Allotment Officer Reinforcing fence by pond at Tindale
- ▶ Fixed numerous broken taps
- ▶ Treating weeds on wall at South Church (also ongoing)
- ▶ Knotweed treatment underway at Mill Race

Site Works - Outstanding / Ongoing:

- ▶ Tree Works
 - ▶ Pollards
 - ▶ back side of site - The Auckland Project to carry out - chased Mid Aug & again 8th Sept
 - ▶ Quote for removal of dead tree on site (quote to be considered at this meeting)
 - ▶ Edge Hill & Tindale (quotes being sourced)
- ▶ Fencing
 - ▶ Quotes for rear fence at Pollards obtained
 - ▶ Perimeter fencing repairs at Woodhouse needed following post collapse in areas. Assessment of other posts underway.
 - ▶ Perimeter fencing repairs being scoped for Mill Race
- ▶ Cart Ways
 - ▶ Options for repairs being collated for Woodhouse Close, and Pollards. Option for road filings turned down by Pollards. More permanent fix for Woodhouse needed. Repairs needed at Tindale being scoped.
- ▶ Alternative options for Water at Mill Race being scoped.
- ▶ Discussions regarding lease agreements for South Church and Edge Hills started
- ▶ Drone mapping and aerial imaging

Quotations for works

- ▶ Pollards - Reduce Ash tree by a third. Removal of Oak tree to ground level, grind out stump, leave woodchips and timber for allotment holders to use.
 - ▶ Quote 1 - £1,350 inclusive of VAT
 - ▶ Quote 2 -
 - ▶ Quote 3 -

Finance and Policy - Annual review of policies and Charges related to the Town Councils Allotment service

- ▶ To undertake the annual review of the allotment policies and procedures, along with setting the allotment charges and rates for tenancy year ahead and the rent rate for 2027-28. The policy documents to be reviewed include, but are not limited to:
 - ▶ Bishop Auckland Town Council - Allotment Rules and Regulations
 - ▶ Bishop Auckland Town Council - Allotment Tenancy Enforcement Procedure
 - ▶ Bishop Auckland Town Council - Allotment Charges and rates 2026-27 and 2027-28

Environment

- ▶ Greener together working group
- ▶ Floral Displays 2026-27 and 2027-28
- ▶ Environmental Improvement Projects 2026-27 and 2027-28

Recognition Awards October 2026-

- ▶ to outline the details of the annual recognition awards for 2026.

Public participation

- ▶ To hear from any members of the public subject to [Public Participation Policy](#)

Press and Public to leave

Exclusion of Press and Public In accordance with the provisions of Section 1 of the Public Bodies (Admission to Meetings) Act 1960, as amended by Section 100 of the Local Government Act 1972, the Council do now exclude the press and public for the remaining item on the agenda by reason of the confidential nature of the business to be transacted since publicity would be prejudicial to the public interest.

Confidential reports

- ▶ **Sale of Land at Broken Banks Update**
- ▶ **De-designation of Land at Toronto and sale to existing tenants**
- ▶ **Reinvestment / redevelopment of land at Woodhouse Close, Mill Race and West Mills**

Bishop Auckland Town Council

Allotment and Environment Committee

15 September 2026

Finance and Policy – Annual Review of Policies and Charges related to the Town Councils Allotment Service.

The Council need to undertake the annual review of the allotment policies and procedures, along with setting the allotment charges and rates for tenancy year ahead and the rent rate for 2027-28. The policies/charges to review include:

- a. Bishop Auckland Town Council - Allotment Rules and Regulations
- b. Bishop Auckland Town Council - Allotment Tenancy Enforcement Procedure
- c. Bishop Auckland Town Council – Allotment Charges and rates 2026-27 and 2027-28

Allotment Rules and Regulations

The suggested amendments are shown in appendix 1 by way of exception report. Members are asked to consider the report and amendments suggested.

Recommended: that members agree with the amendments as shown in appendix 1 attached.

Allotment Tenancy Enforcement Procedure

The Tenancy Enforcement Procedure was adopted two years ago to ensure that the processes to be followed are clear and consistent. The procedure is based upon the process as set out in the rules and regulations. Therefore, if the amendments to the rules and regulations are agreed above, the process will need to be amended to reflect this. The amendments based on the adoption of the amended rules and regulations is shown in appendix 2.

Recommendations:

- That members agree to the amendments as shown in appendix 2.

Allotment Charges and Rates

The Council are required to review the costs and charges associated with allotments on an annual basis.

The allotment budget is £55,800 per annum for 2026-27. This does not include staff costs for the management of the allotment service, or the costs of the dedicated Allotment Officer. Any income generated from allotments is ringfenced and re-invested into the allotment service.

The allotments cost centre is broken up into a range of cost centres covering, waste management, pest control, repairs and maintenance, capital projects, equipment, water, rent for Edge Hill site, tenancy costs (card transactions, printing, postage) etc.

Capital Projects has a budget of £15,000 and repairs and maintenance has a budget of £20,000.

Income generated from tenancy fees through rent, water and maintenance fees is budgeted at £15,000, however, there is always variance based upon vacant plots, those which are unlettable, and tenancies taken in year. For 2025-26 the income for rent, water and maintenance was £20,885.70.

This account for 50% of the total allotment budget and the remainder is subsidised by the parish precept. Which is collected from all properties within the Town Council boundary through council tax.

There council are responsible for 256 plots. If split equally between plots the total budget would equate to £216.79 per plot.

The council are not obliged to provide water to allotment sites. Water and maintenance charges were introduced to generate income towards the total cost of the allotment sites, as well as making the costs associated with the allotment service more transparent. This charge has helped the council to implement repairs and maintenance and funding towards the cost of the water costs.

For 2025-26 the cost of water was £5,833¹. Appendix 3 shows a breakdown of water costs for 2025-26 and costs so for 2026-27. This equates to £22.78 per plot, however there is massive variances in plot size, and one site no longer has water, as an issue with the supply meant that a new supply would be needed to the which was too cost prohibitive for the council. Therefore, the tenants at that site pay 50% of the water and maintenance charge.

Members need to be mindful that the billing system operated by the water company isn't straight forward and they often estimate bills then credit accounts, which makes establishing true costs complex, therefore this often distorts the figures. The Council team are taking steps to ensure that estimates are not used to generate accounts from the water company and true readings are taken. It is planned that monthly meter readings for each site are submitted, with new processes now in place.

In 2025-26 the council spent £3,130 on plot clearance. It on average costs £260 to clear a plot. Therefore, for the start of the 2025-26 tenancy year a deposit and plot clearance charge were added, to the rates and charges for allotment plots.

Moving into 2027-28 the council will have reduced the number of sites which is it is responsible for from 7 to 5, but in reality this only reduces the number of tenancies by 8. However, income generated from the transfer of the sites has to be ringfenced for the allotment service for improving the remaining provision.

¹ This is not quite accurate – as March is paid in the following year. The water company only issues Bills March to November. However the water isn't always turned off on sites throughout the winter.

Current Charges

The council currently has the following pricing structure for allotments:

Item	2025-26 charge	2026-27 charge	Notes
Rent per sq meter for cultivation sites	£0.29 psm	£0.31 psm	A rent review clause in the tenancy would mean that the council could sent this 1 month before the tenancy year starts.
Rent sq meter for non-cultivation sites	£0.58 psm	£0.62 psm	
Water and maintenance charge	£15	TBA	for plots up to 149 square meters
Water and maintenance charge	£ 25	TBA	for plots over 150 square meters
Deposit for new tenants per plot	£50	TBA	(in place from 1 November 2025) An EMR is in place for the protection of these funds, as if the tenant leaves the plot in good condition they receive their deposit back.
Non-residents per plot additional charge	£50	TBA	Tenants who move outside the Bishop Auckland Town Council boundary will have their tenancy honoured until the end of the current tenancy year, on the provision that they are still able to work the plot from their new residential address. If there is a waiting list for the site, the tenancy will not be renewed at the end of the tenancy year, and the plot will be reallocated to a resident of the town. If there is no waiting list, the tenancy may be renewed at the Council's discretion. In such cases, non-resident tenants will be subject to an addition charge of £50 per plot for being a non-resident. This additional charge reflects the Council's priority to provide allotment services to local residents. Non-resident tenants will be subject to the same rules and responsibilities as resident tenants, but any breach of the tenancy agreement or Allotment Rules and Regulations may result in immediate termination of the tenancy.
Plot Clearance	£200 if paid within 14 days reduces to £100	TBA	Tenants who have paid a deposit would also lose their deposit.

Recommended: that members note the report and agree:

- To include the rent review clause as mentioned under policy changes above, which allows the council adequate time to do a thorough rent review, and agree to set the rent rate for 2027-28 in line with Council budget setting.
- Agree the water and maintenance charges for the 2026-27 tenancy year, it is recommended that for 2026-27 that it stays the same at £15 for plots up to 149sqm and £25 for plots over 150sqm.
- Agree that the new tenant and non-resident charge should remain at £50 per plot
- Agree that the plot clearance remain at £200 with reduction to £100 if paid within 14 days.

Appendix 1 – Allotment Rules and Regulations – Amendments 2026-27

The table below is an exception report which states the rule number, if and amendment is needed, and what the suggested amendment is, as shown in red text.

Rule	Amendment needed	Suggested amendment
1	Yes	Rent review - In line with Section 1 of the Allotments Act 1922 (as amended by the 1950 Act), When the Council introduces a rent increase itself, 12 months' notice of the increase must be given outside of the growing season (29th September and 6th April) unless the tenancy agreement contains a valid rent review clause. The current Rule and Regulations don't have an explicit Rent Review Clause. Therefore the one below is suggested: 1.8 The Council reserves the right to set appropriate annual rent levels, and associated charges and review and revise these levels, as becomes necessary to sustainably continue the service. 1.9 The rent will increase annually on 1 st November each year; however, existing Tenants will receive 12 months' notice of any variation to this amount. New Tenants will be informed of any rent increases in the offer letter The annual rent shall be reviewed annually by the Council. Notice of any increase shall be given to the Tenant in writing no later than 1 October preceding the tenancy year in which the increase is to take effect. In setting the rent, the Council shall have regard to the requirements of Section 10 of the Allotments Act 1950 and shall ensure that the rent remains reasonable. The Council may introduce different categories of rent, concessions or discounts as it considers appropriate. In addition to the amended rule 1.9 for the clause, it will be beneficial for the council to then adds the following clause to the tenancy document itself <i>'The annual rent shall be reviewed in accordance with the Rent Review provisions set out in section 1 of the Allotment Rules and Regulations.'</i> 1.18 The Council reserves the right to enter any allotment plot at any time for the purposes of inspection, maintenance, health and safety assessments, enforcement of these Rules and Regulations, investigation of complaints, carrying out repairs, pest control operations, utility works, or any other matter relating to the management of the allotment site. Wherever practicable, notice will be given to the Tenant, however the Council reserves the right to gain immediate access without notice in emergency situations or where the Council reasonably believes there has been a breach of these Rules and Regulations. If entering in emergency situation, or where the council believes there has been a breach of the rules and regulations, the council will not be liable for replacement of any locks, or gates or fences.
2	Yes	Age and Residency for Allotment Tenancies 2.1 Allotment garden tenancies will only be granted to residents who live within the boundary of Bishop Auckland Town Council area and who are a minimum of age 18 years. Proof of address and ID will be required when signing for tenancy.
3	Yes	Allocation – currently the rules and regulations do not have any provision any provision that sets a maximum number of allotment plots that a tenant may hold. It is suggested that eth council adopts and additional rule as follows: 3.6 The Council may limit the number of allotment plots held by any one Tenant where there is a waiting list or where it is considered necessary to ensure fair and reasonable access to allotment provision. The maximum number of plots permitted will normally be two plots per Tenant, unless otherwise agreed by the Council.
4	No	
5	No	

6	Yes	Changes will be dependent on fees and charges agreed as part c of this report.
7	No	
8	No	
9	Yes	Cultivation - Currently where a tenant is breaching the rules for lack of cultivation, i.e. 50% of the plot is cultivated and the other 50% is kept tidy, they have to be issued, informal warning first and then escalate through the tenancy enforcement procedure. This can mean that it can take the council in excess of 3 months to evict a tenant for this breach. Therefore it is requested that lack of cultivation is deemed a serious tenancy breach, and as per rule 39 the council can move to serve immediate notice to quit. which means the council can suggested that an amendment be made as follow which in the rules states - <i>The Council may terminate the tenancy by one month's written notice if the plot is not being adequately cultivated (50%) or is not being maintained in a satisfactory condition.</i> Cultivation 9.1 Tenants must keep their plots clean and tidy and in a reasonable state of cultivation and fertility and in good condition. This is taken to mean that a minimum of 50% of the total plot area (regardless of any structures) is either in readiness for growing, well stocked with produce (relevant to the time of the year) or being made ready for crops or being prepared for the following season. Failure to ensure 50% cultivation will result in enforcement action. 9.2 Failure to cultivate to the minimum standard of 50% will be deemed as a serious breach of tenancy, and the council reserves the right to serve immediate notice to quit as per rule 39. 9.3 The remaining 50% of the plot is to be kept tidy. The Tenant must take all reasonable steps to eradicate weeds such as thistles, ground elder, mares tail, nettles, ragwort, and brambles and other self-seeding weeds to ensure that they do not spread to other plots. Tenants must not cause nuisance to other plot holders by allowing weeds to seed. 9.4 The Tenant is also responsible for maintaining the half width of any paths / tracks adjacent to the allotment garden. 9.5 Areas used for housing of poultry or pigeons, or any structure which is not exclusively used for the growing of crops i.e. sheds, structures for keeping and securing of livestock (on sites where livestock is permitted) are considered non-cultivated. This includes any area which is physically unable to be turned over by a spade or rotavator, such as, overgrown grass or weeds, paths or paving slabs, or artificial grass (carpets and artificial grass are prohibited on site).
10	No	
11	No	
12	Yes	Animals – rule 12.1 reads as if permission is to needed for hens and rabbits. We request that this is changed. This helps the council ensure that DEFRA rules are being followed. Animals 12.1 The Tenant must not, without the written consent of the Council, keep any animals, hive bees or livestock of any kind on the land, except for including hens and rabbits to the extent permitted by the Allotments Acts 1908 - 1950. 12.2 As per the Allotment Act 1950, the Council permits the keeping of Hens (excluding Cockerels due to noise concerns) and rabbits on allotment sites barring, Pollards and Edgehill and Toronto as they are designated for cultivation only. Tenants must abide by the supplementary policy for keeping poultry. 12.3 As of 1st November 2025 there are to be no new cockerels on site. Plots with permissions to hold poultry which have cockerels at this time are therefore served notice that all existing cockerels have to be removed from the site by 31 October 2028. However, if the existing cockerels are found to be causing nuisance through noise, they will be served notice to have them removed within 2 weeks of the date of the letter. <i>Special condition has been granted to Tindale Site regarding cockerels however this will be reviewed bi-annually and six months notice will be issued if the decision changes.</i>
13	No	
14	No	

15	No	
16	No	
17	No	
18	No	
19	No	
20	No	
21	No	
22	No	
23	Yes	Fires / Burning Rubbish 23.7 In the event of emergency services requiring access to a plot, the council will not be responsible for the replacement of any locks or gates, fencing etc which has been damaged or removed to enable them to access the site.
24	Yes	Pest Control – currently the Council provides pest control services for vermin on the Pollards, Tindale and Woodhouse Sites, as the sites are in close proximity to residential properties, and both Tindale and Woodhouse have poultry and pigeons, which increases the vermin risk. Edge Hill Association chose not to have regular vermin control due to the chemicals used. Due to ambiguous wording the council have had to remove wasp nests on 3 plots costing over £360 in 2026-27. The amended wording is below: Pest Control 24.1 Pest control contractors can be appointed by the Council to control any vermin issues the site may have. Strict protocols must be adhered to. 24.2 The Council are not responsible for the removal or treatment of wasps' nests, insect infestations or other pests located within an individual allotment plot. Responsibility for arranging and funding appropriate treatment rests with the tenant. Tenants must inform the Council immediately where any pest infestation poses a health and safety risk to other site users or affects multiple plots. 24.3 The use of guns, air rifles, fire arms, crossbows, any other projectile device and other weapons are strictly prohibited on all allotment sites (This is not an exhaustive list).
25	No	
26	No	
27	Yes	Change in Circumstances 27.1 The Council must be kept informed of any change of address or other contact details. If the Council is not kept informed of a change of address, any communication or notice sent to a previous or out-of-date address will still be deemed to have been issued and served on the Tenant. Should a Tenant require to update any details it holds, the Council may require will require sight of an original document or invoice to support a change of address. i.e. Government issued ID, such as a driving licence, bank statement or utility bill naming the Tenant and linked to the new property. Note: Mobile phone bills cannot be accepted. 27.2 Tenants who are unable to work their plot as a result of illness or have other reasons for a long absence are advised to keep the Council informed. Failure to do this may result in an allotment garden appearing to be neglected and so leading to the issuing of enforcement action. 27.3 In line with rule 2 tenancies are issued to residents within the Bishop Auckland town council boundary as priority. If a tenant moves out of the area rule 2.3 will apply.
28	No	
29	No	
30	No	
31	No	
32	No	

33	No	
34	No	
35	No	
36	No	
37	No	
38	No	
39	No	
40	No	
41	No	
42	No	
43	No	

Allotment Rules and Regulations

These rules and regulations are made in line with the Allotments Act 1908 to 1950 and apply to all allotments owned and rented by Bishop Auckland Town Council, whether association managed or otherwise (See last page).

Any reference to 'Council' means Bishop Auckland Town Council.

1. Tenancy Agreement

1.1 All plots are let on an annual basis, with the rent year running from 1st November to 31st October.

1.2 In order to continue a tenancy, plot holders must:

- a. Sign and return a copy of the Tenancy Agreement to the Council by 15th November of each year. Failure to do so is considered a breach of Tenancy, regardless of any payment received.
- b. Pay the required rent within 40 days of the issue of the invoice.
- c. Manage their plot, in accordance with ~~these~~ the Councils Allotment 'Rules and Regulations'.
- d. Observe and comply with any amendments to these rules, which may have been made. These changes will be displayed on the site notice boards and will be sent out with the annual Tenancy Agreement which supersede any previous version.
- e. By signing the tenancy, the Tenant agrees that data may be shared with their specific allotment association (if applicable), Emergency Services, Royal Society for the Prevention of Cruelty (RSPCA), Department for Environment, Food and Rural Affairs (DEFRA) and/or debt collection agencies in the event that it is required.

1.3 The rent is non-refundable.

1.4 A security deposit of £100 will be requested for all new Tenants for each plot they rent starting 1st November 2025.

Each allotment tenancy will be made in the name of one person only, even if more than one person works on the plot (see 4. Co-workers). The Tenant, is solely responsible for any action or activity that takes place on their respective plot, by a registered Co-worker, or any other individual and remains responsible until a formal request is received by the Council to terminate their tenancy.

1.5 All requests to terminate a tenancy must be made in writing.

The Tenant is solely responsible and continues to be responsible for any rent, fees, co-workers, pending actions or any circumstances that arise until a request is received and acknowledged by the Council, third party or co-worker. (For security, a verbal notification will not be accepted).

1.6 The Council, as landlord, retains all rights and powers over the land.

N.B. The Edge Hill Allotment site is a Leasehold agreement and is leased by the Town Council from a third party and has been designated for allotment garden use for the duration of the leasehold agreement with the landlord.

- 1.7 The Council reserves the right to set appropriate annual rent levels and review and revise these levels, as becomes necessary to sustainably continue the service.
- 1.8 Any rent increase will occur on 1st November each year; however, existing Tenants will receive 12 months' notice of any variation to this amount. New Tenants will be informed of any rent increases in the offer letter.
- 1.9 The Council's 'Allotment Rules and Regulations' apply to all Tenants, be they existing or new, including self-managed sites.
- 1.10 Where ~~devolved self~~-management agreements exist, supplementary rules may be added, but only with the Council's written agreement. Supplementary Rules are in addition to the Town Council's Allotment Rules and Regulations and must not circumvent them in any way.
- 1.11 Where a site operates with an Association, there may be supplementary fees and rules that apply. A copy of the Association Constitution and supplementary rules (if applicable) are available direct from the Allotment Association.
- 1.12 An inspection report, along with photographic evidence of plot condition at the time of the original lease to a Tenant will be held on file. Tenants are expected to vacate plots in a similar or better condition than when they took the original lease. Failure to do so ~~could~~ will result in enforcement action and intervention by the Council may incur additional charges that are payable by the Tenant or any deposit made may be lost. (See: Rule 1.14)1.13 When a Tenant opts to end the tenancy they remain responsible for the plot until the Council complete all inspections. The Council will keep the Tenant updated and advise you when you are no longer liable.
- 1.14 The Council reserves its right to recover costs from the Tenant using enforcement action, or a debt collection agency for:
 - Loss of revenue from the non-payment of rent and is more than 40 days in arrears.
 - Any costs incurred or for any costs associated with the Council having to return a plot to a usable state due to soil contamination, site clearance, waste disposal, structure or storage removal (This list is not exhaustive).
 - Any other unreasonable or excessive costs incurred by the Council where action is required.
 - Contamination of soil or land
 - Non-compliance of identified issues
- 1.15 The Tenant is responsible for ensuring that the Council holds their current address and contact information (See: Rule 27). Failure to do so could result in missed communications and ultimately lead to a termination of tenancy. For the avoidance of doubt, any communication or notice that has been sent to a previous, or out-of-date address will still be deemed to have been issued and served on the Tenant.
- 1.16 The Council encourage Tenants to obtain allotment insurance or establish if their household insurance extends to their allotment plot. Whilst no-one expects to have to ever use their insurance it is very preferential.

2. Age and Residency for Allotment Tenancies

- 2.1 Allotment garden tenancies will only be granted to residents of the Bishop Auckland Town Council area and who are a minimum of age 18 years.

- 2.2 The allotment garden can only be held in one name at a time. Joint tenancy agreements will not be allowed. (But see 4. Co-workers).
- 2.3 The Council has the right to terminate the tenancy should the Tenant move out of the Council boundaries by giving the Tenant 30 days' notice.

3. Allocation

3.1 Allotments will be allocated from a waiting list held by the Council on a “first come, first served” basis. However, preference will be given to applicants who are a resident within the Town Council area and do not already have an allotment tenancy with the Town Council.

The Town Council area is comprised of four Wards; Bishop Auckland Town, Cockton Hill, Henknowle and Woodhouse Close.

3.2 Applicants may be placed on the list for multiple site options. Applicants will be placed on the list in date order upon receipt of a completed application form. Failure to respond to communication from the Council in relation to the waiting list will result in the removal from the waiting list. Applicants may be offered a starter plot in the first instance.

3.4 If an applicant rejects the first two offers, the rejection of any subsequent offer may result in the application being removed from the Waiting List. They will be entitled to re-apply, but their position on the list will be determined by the date of the new application.

3.5 It is the responsibility of all applicants to keep the Council informed of any change in their personal details. The Council will periodically write to those on waiting lists to ensure details are correct and that an individual wish to remain on the list. Failure to respond to these requests will result in the applicant being removed from the list.

3.6 The Council reserves the right to: -

- a. Refuse to accept an application where, in the view of the Council, there is evidence of previous plot misuse or a history of enforcement action for such matters as non-payment of rent, subletting or cultivation issues (This list is not exhaustive).
- b. Suspend the allocation rules in order to manage allotments sites, e.g. to transfer a current Tenant to another allotment plot, to amalgamate a vacant plot into an adjacent plot so that the land can be used more effectively (This list is not exhaustive).
- c. Remove a person from the waiting list if they have if in the reasonable opinion of the Council the person has threatened to or has used, violence, abusive language or intimidation to Council Officers, Councillors, or external contractors, Tenants, or owners or occupiers of adjoining or neighbouring property.

4. Co-workers

4.2 A co-worker is someone who assists the allotment garden Tenant with the maintenance of an allotment garden. Co-workers have no legal tenancy rights and are not responsible for any part of the annual rent. The Tenant must have a regular involvement in the maintenance of the allotment garden. The Tenant continues to be responsible for the plot even if he or she nominates a co-worker. A co-workers must be declared via a co-worker application form.

4.3 Subletting, sub-diving, ‘fronting’ or attempting to informally allocate a plot to a co-worker is not permitted. If it is found that the Tenant and/or co-worker is in breach of the conditions of the co-worker agreement or Allotment Rules and Regulations, this may result in the immediate termination of any existing tenancy and/or Co-worker agreement without any previous warning or notice from the Landlord. (See: Rule 36).

- 4.1 The Council will allow the Tenant of an allotment plot to register 1 other person as described in 4.1 above as an “allotment co-worker”. The Tenant is responsible for the co-worker and must inform the Council of co-worker arrangements by submitting an Allotment Co-worker Agreement; this must be signed by both the Tenant and the co-worker. A Tenant may register only one co-worker.
- 4.4 Co-workers must abide by the Allotment Rules and Regulations. Any breaches of the Allotment Rules and Regulations will result in a review of the tenancy. The Tenant therefore is responsible for the co-worker’s actions at all times. Both Tenant and co-worker would have to vacate the plot if the tenancy was terminated by the Council. It is the responsibility of the co-worker to make themselves aware of and comply with the allotment tenancy rules.
- 4.5 Registering a co-worker **does not** award any additional rights to a co-worker or otherwise imply the continuation of involvement on any allotment plot, should a tenancy be terminated by the Tenant or the Council. The transfer of a tenancy to a co-worker will only be considered if the co-worker agreement has been registered with the Council for a minimum period of three years, or longer than the next person to be offered a plot on the waiting list.
- 4.6 A co-worker can only be registered as a co-worker on one Town Council allotment garden tenancy.
- 4.7 A co-worker is not eligible to vote on Council allotment business. It is at the associations discretion if the co-worker can vote on association business and will be written into their constitution.
- 4.7 The Tenant is allowed to terminate a co-worker agreement at any time. The Town Council must be informed of the termination.
- 4.8 The Council reserves the right to refuse to accept an application where, in the view of the Council, there is evidence of previous plot misuse or a history of enforcement action for such matters as non-payment of rent or cultivation issues, or where there is an ongoing dispute or investigation. (This list is not exhaustive).
- 4.9 The Council reserves the right to remove a co-worker if they have in the reasonable opinion of the Council, threatened to or has used, violence, abusive language or intimidation to Council Officers, Councillors, or external contractors, Tenants, co-workers or owners or occupiers of adjoining or neighbouring property.
- 4.10 A co-worker who has been part of a plot where the tenant has been evicted will also not be eligible for future allotment plots.

5. Restriction on Assignment

- 5.1 The Tenant must not assign, charge, sub-let or part share the possession, occupation or use of the allotment garden or any part or parts thereof or allow any person to occupy the allotment garden or any part or parts thereof as a licensee.

6. Rent and Fees

- 6.1 Allotment garden rent is payable in advance to the Council and is due on the 1st November each year.
- 6.2 All new Tenants from 1st November 2025 will be required to pay a £100 deposit. This will be returned when the Tenant terminates their tenancy and a satisfactory inspection has been

completed. Should the plot not be left in an equal or better condition than when it was taken then the security deposit may be lost in order to pay towards the clearing of the plot.

- 6.2 The rent of a plot will be based on its size in square metres. All allotment plots are charged the same rate per square metre. The current price per square metre is £0.29p.

(A 50% cultivation discount was previously applied to plots to *encourage* good plot management, this has been removed and Tenants are ***now expected*** to meet the minimum of 50% cultivation standards (See: Rule 9).

- 6.3 Rule 6.2 above does not apply to plots at Mill Race Allotments, where permission has been given for horses or other large animals to be kept on the plot. This will remain at £0.58p per square metre.

- 6.4 The rent must be paid in full within 40 days of issue of the invoice after which period the Council No longer acknowledges them as a Tenant but may still be charged or lose the deposit for any remedial work that is required on the vacated plot.
- 6.5 The Council will periodically review annual rent levels. Twelve months' notice will be given of any variation. (See 1.7 / 1.8 above)

7. Pro-rata Rents

- 7.1 New tenancies beginning after November will be charged a pro-rata rent based on the remaining full months left to run to the 31st October. (Allotment garden rent / 365 days x the remaining days until 31st October of that tenancy year).

8. Use of Land

- 8.1 The land is to be used solely as an allotment garden in accordance with the relevant Allotment Acts and these Rules and Regulations, wholly or mainly for the production of vegetables or fruit crops for the consumption by the TenantTenant or their family. (Certain exceptions may apply. See 12 Livestock)
- 8.2 Any business use and storing of items such as building materials is strictly prohibited. The sale of items for profit is strictly prohibited (see rule xxx re plant sales).

9. Cultivation

- 9.1 TenantTenants must keep their plots clean and tidy and in a reasonable state of cultivation and fertility and in good condition. This is taken to mean that a minimum of 50% of the total plot area (regardless of any structures) is either in readiness for growing, well stocked with produce (relevant to the time of the year) or being made ready for crops or being prepared for the following season. Failure to ensure 50% cultivation will result in enforcement action.
- 9.2 The remaining 50% of the plot is to be kept tidy. The TenantTenant must take all reasonable steps to eradicate weeds such as thistles, ground elder, nettles, ragwort, and brambles and other self seeding weeds to ensure that they do not spread to other plots. TenantTenants must not cause nuisance to other plot holders by allowing weeds to seed. The TenantTenant will be responsible for dealing with any moles which enter their plot. The TenantTenant is also responsible for maintaining the half width of any paths / tracks adjacent to the allotment garden.
- 9.3 Cultivation is deemed as planted crops, land prepared readiness for growing, well stocked with produce (relevant to the time of the year), or being made ready for crops, or being prepared for the following season and fruit bushes. This includes crops in greenhouses, poly tunnels, raised beds and cold frames.
- 9.4 Areas used for housing of poultry or pigeons, or any structure which is not exclusively used for the growing of crops i.e. sheds, structures for keeping and securing of livestock (on sites where livestock is permitted) are considered non-cultivated. This includes any area which is physically unable to be turned over by a spade or rotavator, such as, overgrown grass or weeds, paths or paving slabs, or artificial grass (carpets and artificial grass are prohibited on site).

10. Restrictions on Cropping

- 10.1 TenantTenants may grow any kind of vegetables, flowers, soft fruit, herbs or longer-term edible crops. Fruit trees or bushes may be planted only if they are of dwarf stock, and should be sited where they will not create an obstacle or nuisance to others and maintained to a max height of 2.5m metres (2.5M) as they grow.

- 10.2 No more than 25% of a plot may be given over to fruit trees and they must ensure that the surrounding areas are kept weed free and neatly mown.

11. Use of Chemical Sprays and Fertilisers

- 11.1 The TenantTenant must take proper precautions when using sprays or fertilisers to avoid or minimise any adverse effects on the environment or on neighbouring allotment gardens, and comply at all times with current legislation. Spraying should only take place when conditions are still and calm. All chemicals must be stored in accordance with Health and Safety Executive (Control of Substances Hazardous to Health) COSHH regulations.

12. Livestock

- 12.1 The TenantTenant must not, without the written consent of the Town Council, keep any animals (including Cockerels) hive bees or livestock of any kind on the land, except for hens and rabbits to the extent permitted by the Allotments Acts 1908 - 1950. Hens or rabbits must not be kept in such a place or in such a manner as to be prejudicial to health or a nuisance. TenantTenants must comply with any animal husbandry conditions laid down by the Council and government agencies. Further details are available from the Department of Environment, Food and Rural Affairs (DEFRA) website. TenantTenant details may also be shared with the Royal Society for the Prevention of Cruelty to Animals (RSPCA), should there be significant concerns regarding animal safety, wellbeing or neglect. DEFRA registration numbers must be submitted to the Council. The Pollards, Edge Hill and Toronto allotment sites are designated as cultivation only and not permitted for any animals or livestock.
- 12.2 Any part of the allotment garden used for keeping hens or rabbits must be securely and adequately fenced to the satisfaction of the Town Council.
- 12.3 Pigeons are permitted on some Council allotment sites but permission must be sought from the Council (see separate policy on the keeping of pigeons).
- 12.3 The keeping of larger animals e.g. horses, ponies, goats etc. is prohibited on all Council owned allotment sites. **N.B.** An exemption to Rule 12.3 applies to TenantTenants of plots at Mill Race that hold permission to keep such animals as at 12th December 2017. These permissions will not be transferred to other plots, co-workers or new TenantTenants. Passports of all such animals must be submitted to the Council.

13. Dogs

- 13.1 Dogs must not be kept or kennelled permanently or overnight on an allotment. Any dogs temporarily brought on to the allotment by the TenantTenant must be securely held on a leash and must not cause nuisance or disturbance to other allotment holders or visitors. Dog owners must comply with Dog Fouling By-Laws and pick-up and appropriately dispose of dog waste off site.

14. Bee Keeping

- 14.1 The Council recognises the ecological importance of all bee species and wishes to support initiatives to increase the number of bee colonies. Although the keeping of honey bees cannot be granted automatically, the Council will support beekeeping on its allotment sites wherever it is appropriate. Applications must be made in writing using our beekeeping application form. We will then carry out limited consultations on the site. Each application will be determined on its own merits.
- 14.2 The TenantTenant must dispose of a hive and remove it from the site if they decide to no longer keep bees.

15. Trees, Shrubs and Materials

- 15.1 The Tenant may not, without the written consent of the Council, cut or prune any timber or other trees or take, sell or carry away any mineral, sand, earth or clay that relates to the perimeter boundaries of any allotment site. Please contact the Council if any mature trees need attention. No ornamental or forest trees or shrubs should be planted on the allotment garden. (See 10 Restrictions on Cropping for rules on fruit growing).

16. Hedges, Fences, and Boundary Features

- 16.1 Where a plot adjoins on a site boundary with a fence, gate or hedge on their plot the tTenantTenant will ensure that these are properly maintained and in good repair and does not encroach onto neighbouring property or land. These are to be maintained to a maximum height of 1½ metres.
- 16.2 Where a plot has drainage ditches, springs or wells these must be kept free from debris where possible, to ensure that they can be properly cleansed and maintained. Additional clauses may be included within tenancies agreements for plots with these features.
- 16.3 The TenantTenant must not, without the written consent of the Council, erect any fence whatsoever sub-dividing any allotment garden. Allotment garden plots are permanent fixed features, so TenantTenants must not alter or move the boundary fences on their plot(s).
- 16.4 To ensure access for maintenance, only ground cultivation can run to a plot or site boundary and no structure or fruit tree to be within 1m of the plot boundary.
- 16.5 No items, structures or materials to be stored or piled against fences, hedges or boundaries as this can cause them to lean or rot and impedes any maintenance. Council access is required to the boundaries at all times.
- 16.6 Any boundary disputes should be referred to the Council to determine.

17. Buildings and Structures

- 17.1 The TenantTenant must not erect any building, structure, large water storage vessels such as IBC tanks or fence on the allotment garden without the Council's written consent. An application will be submitted to the Council and once a recommendation has been reached, then the association (where applicable) will be informed of the recommendation and given an opportunity to comment. If their recommendation differs to that of the Council then a discussion will take place, to have an agreed resolution. If no amicable resolution can be agreed then the Council decision is final.
- (move to after 1.6) Raised beds are permitted without submitting a structure application, but must be made from wood or other sustainable materials and must not be made from brick, poured concrete or other permanent material or fixtures. These are expected to be dismantled and removed by the tTenantTenant on the termination of a tenancy unless the new Tenant is happy to keep the items and take on the responsibility of them.
- 17.3 Application for the erection of any such building or structure should be made using the Council's request form. **N.B.** Polytunnels are not permitted on the Edge Hill Allotment site.
- 17.4 Where an application is approved by the Council (and Association or landlord where applicable) the TenantTenant should then enquire with Durham County Council's Planning Services whether formal planning permission is required. Where applicable planning permission should be obtained before any building work is started.
- 17.5 All structures on a plot are to be removed by the TenantTenant, should a tenancy agreement be terminated by the TenantTenant or the Landlord. If the structure does not require any maintenance and is free from all defects, a request for an exception can be made in writing to determine the suitability of the structure for a future TenantTenant. This decision is at the discretion of the Council and is final.

17.6 The Tenant is responsible for any structure that resides on their plot, regardless of its original acquisition and for any associated maintenance it requires.

(put under item 16)The Council is responsible for the outer perimeter fence and this is determined by the definitive site boundary of any allotment site. No structures or trees will be permitted within a 1 metre perimeter of the boundary or cartway. The Council is not responsible for internal fencing that separates individual plots. Each plot is for certain boundaries as set out in their tenancy agreement.

18. Barbed Wire

18.1 The Tenant of an allotment garden must not use barbed wire or razor wire for a fence adjoining any path set out by the Council on the Allotment Gardens.

19. Wells

19.1 TenantTenants who have a well on their plot are responsible for ensuring that the surrounding area is well maintained, and the well does not get damaged from any activities. Any damage should be immediately reported to the Council. No new wells may be dug at all. Springs or wells used or unused must to be clearly identified with danger signage in the appropriate area.

20. Nuisance

20.1 The TenantTenant must not cause or permit any nuisance or annoyance to the occupier of any other allotment garden, or to the owners or occupiers of any adjoining or neighbouring land, nor to obstruct or encroach on any path, or roadway used or set out by the Council, or used by the owners, or occupiers of any adjoining or neighbouring property.

20.2 Any allotment garden TenantTenant found guilty in a court of law of offences involving the allotment garden or other TenantTenants will be given immediate Notice to Quit (See: Rule 36).

20.3 The same will apply if in the reasonable opinion of the Council the TenantTenant has threatened to or has used, violence, abusive language or intimidation to Council Officers, Councillors, or external contractors, other TenantTenants, or owners or occupiers of adjoining or neighbouring property.

21. Children

21.1 Children are welcome on allotment garden sites but must be carefully supervised by a responsible adult at all times.

22. Depositing Refuse / Disposal of Rubbish

22.1 The TenantTenant is responsible for disposing of all waste and rubbish from the allotment garden. This includes disposing of both green waste and other non-combustible items. Any items or materials brought to the allotment site or stored on the plot, the Tenant will be expected to remove and dispose of them appropriately at the end of their tenancy agreement. This will be the case if the agreement is terminated by the Tenant or the Council under any circumstances (see rule xxx).

22.2 The TenantTenant must not deposit, or allow anyone else to deposit, waste of any type (green waste, unless for composting, builders rubble, white goods, tyres etc.) anywhere on the allotment garden site, or place any waste or decaying matter in the hedges or ditches adjoining the land.

22.3 TenantTenants must not add to any illegal rubbish dumped on the site.

- 22.4 The use of old carpets as a weed suppressant is prohibited on any Council allotment garden. As a temporary measure, polythene sheeting or cardboard may be used. Artificial grass is also prohibited as well as poured concrete (including that for bases of structures).
- 22.5 Kitchen waste such as cooked food, meat, cheese or similar will attract vermin and must not be brought onto the allotment garden or put onto an allotment garden compost heap.
- 22.6 Left over livestock, bird or poultry food must be appropriately disposed of.

23. Fires / Burning Rubbish

- 23.1 It is an offence under the Environmental Protection Act 1990 to emit smoke, fumes or gases which are a nuisance. Allowing smoke to drift over nearby roads may also lead to prosecution under the Highways Act 1980 if it endangers traffic.
- 23.2 Fires are only permitted on sites during the months of September – April. These must be kept to a minimum size and frequency and use of a brazier would be preferential.
- 23.3 Fires or smouldering/hot embers must never be left unattended under any circumstances. All fires must be extinguished completely before leaving the site (See: Rule 20).
- 23.4 Smoke from fires can be annoying to neighbours, ruining their enjoyment of their garden. Fires can damage the health of children, the elderly and those with asthma and other breathing problems. Causing a nuisance in this way could lead to the termination of a tenancy. Further advice is available from the Council.
- 23.5 The burning of rubber, plastics and other such materials is strictly prohibited. Only waste generated from the plot can be burnt.
- 23.6 If a complaint is received for any reason during an ongoing fire, the Tenant or Co-worker (if applicable) must comply to the request and extinguish the fire immediately (See: Rule 20). It is expected that if the Tenant is to have a small controlled fire they have sand or water close by to put it out quickly should it start to get out of control.

24. Pest Control

- 24.1 Pest control contractors can be appointed by the Town Council to control any issues the site may have. Strict protocols must be adhered to.
- 24.2 The use of guns, air rifles, fire arms, crossbows, any other projectile device and other weapons are strictly prohibited on all allotment sites (This is not an exhaustive list).

25. Vehicles

- 25.1 The Tenant must not bring or place any vehicle, caravan, trailer or vehicle parts onto the allotment garden. Tyres must not be brought onto allotment garden sites.
- 25.2 Vehicles may only be parked in designated or agreed parking areas on site (where applicable). It is an expectation that vehicles only access the site if there is a medical reason to do so, or for the purpose of loading or unloading heavy gardening materials. The Council take no responsibility for any damage to vehicles from the cartways and vehicles on site are parked at the owners own risk.

26. Not to Display Advertisements

- 26.1 The Tenant is not to display or permit to be displayed on any part of the allotment garden, any sign, notice, plaque, advertisement or writing of any kind, other than the plot letter or number. Tenants may however display neat novelty signs and plaques that are aesthetically pleasing and compliment their plot.

27 Change in Circumstances

- 27.1 The Council must be kept informed of any change of address or other contact details. If the Council is not kept informed of a change of address, any communication or notice sent to a previous or out-of-date address will still be deemed to have been issued and served on the Tenant. Should a Tenant require to update any details it holds, the Town Council

may require sight of an original document or invoice to support a change of address. i.e. Government issued ID, such as a driving licence, bank statement or utility bill naming the Tenant and linked to the new property. Note: Mobile phone bills cannot be accepted.

27.2 TenantTenants who are unable to work their plot as a result of illness or have other reasons for a long absence are advised to keep the Council informed. Failure to do this may result in an allotment garden appearing to be neglected and so leading to the issuing of non-cultivation letters and potentially a Notice to Quit.

28. Legal Obligations

28.1 The TenantTenant of an allotment garden must at all times observe and comply fully with all laws / regulations. Where the land is held under a lease by the Council, the TenantTenant must observe and perform all conditions and covenants in the lease.

29. Special Conditions

29.1 The TenantTenant of an allotment garden must observe and perform any other special conditions set by the Council where it considers it necessary to preserve it from deterioration. i.e. Ensuring that communal gates and allotment site entrances remain locked at all times.

30. Inspection

30.1 Any duly authorised Officer or Member of the Council shall be entitled at any time to enter and inspect an allotment garden without notification.

30.2 As part of the tenancy process, the Town Council will issue a Self-Inspection Report for completion by the TenantTenant. If an Inspection Report is not received by the Council in a timely manner, this is deemed a breach of Tenancy. The Town Council may query any discrepancies identified and will verify as part of its annual allotment inspections.

31. Water

31.1 Water is one of the most expensive ongoing costs to the allotment service and is provided as an optional convenience to most allotment sites. Each Council allotment site has a water meter installed and all consumption is to be paid for. The Allotment Act 1950 doesn't mandate local authorities to provide water on allotment sites. Regular meter readings are taken from each site to help determine excessive consumption and identify leaks.

31.2 No Tenant or any other individuals is permitted to make or instruct a supplier or contractor to make any unauthorised connection, modify or alter the Council's water supply.

TenantTenants must observe and adhere to any National alerts or announcement from the Government on droughts and 'hosepipe bans'.

31.3 Hosepipes, sprinklers or any other irrigation type devices are to be connected when required and disconnected from the supply after each and every use. These must not be left on and unattended or used on a timer.

31.2 It is collectively the responsibility of TenantTenants of each site, to report any leaks or damage to water taps to the Town Council, in order for it to be investigated and carry out repairs, to help reduce the impact on the environment.

31.3 The TenantTenant is encouraged to install water barrels / tanks on their plots to allow the storage of captured rain water; however, the use of old baths, sinks and toilet bowls or similar is not permitted. Prior written permission is not required for installing an appropriate water container.

31.4 November 2023 saw the introduction of a water charge based on a fee of £15.00 per plot up to and inclusive of 149 Sq/m and £25.00 per plot of 150 Sq/m and above. This will be added to

the tenancy agreement. This charge will be reviewed annually and may fluctuate up or down in accordance with the previous year's usage.

- 31.5 If there is evidence of continuous excessive use or recurring issues on a specific site, or across all sites, the Town Council reserves the right to review or increase the water charge to cover excessive usage.

32. Gas Bottles

- 32.1 The use of gas bottles is permitted on site but limited to two bottles per plot regardless if they are full or empty, in order to comply with the site risk assessment and must be identified on the Self-inspection Report.
- 32.2 Gas bottles must be securely and appropriately stored at all times. Storage is preferred in a shaded area.

33 Prohibited Items

33.1 No poured concrete or cement to be used on plots.

33.2 Vehicles, trailers and caravans are not permitted to be stored on site.

33.2 No carpet or artificial grass to be used on plot or as a weed suppressant.

33.3 The use of guns, air rifles, fire arms, crossbows, any other projectile device and other weapons are strictly prohibited on all allotment sites (This is not an exhaustive list).

34. Failure to Comply

34.1 Allotment garden sites and plots will be regularly inspected by the Council. TenantTenants who fail to comply with these Rules and Regulations will be contacted and requested to address any issues raised with them. Failure to comply with any such notice may result in further warnings. Ultimately the Council has the power to give TenantTenants a Notice to Quit as per the allotment garden tenancy agreement between the Council and allotment garden TenantTenant.

35. Enforcement

35.1 The following enforcement procedure will apply:

- a. **Informal Warning** – TenantTenants who fail to comply with their tenancy agreement will be contacted and requested to address issues of non-compliance within 30 days.
- b. **Formal Warning** – TenantTenants who fail to respond to an informal warning within 30 days will be issued with a formal written warning.
- c. **Notice to Quit** – TenantTenants who fail to respond to a formal warning within 30 days will be given Notice to Quit.

36. Power of Eviction

36.1 In the event of a serious breach of the Tenancy Agreement, the Council reserves the right to serve immediate Notice to Quit, without progression through stage 35.1a and 35.1b.

37. Termination of Tenancy

37.1 The TenantTenant must hand back to the Council vacant possession of the allotment garden on the determination of the tenancy, in a condition consistent with the provisions of these rules and regulations.

37.2 In the event of the death of a TenantTenant, the tenancy shall terminate on the following 31st October. In these circumstances the Council will consider transferring the tenancy to an immediate family member (husband, wife or civil partner) or a registered Co-worker (See: Rule 4).

Where there are no immediate family members or registered co-worker, the Council may take vacant possession of the plot with immediate effect.

37.3 A tenancy will terminate whenever the tenancy or right of occupation of the Council to the land terminates.

37.4 It may also be terminated by the Council by:

- a. re-entry after one month's notice: -

- i. if the rent is in arrears for not less than 40 days; or
- ii if the TenantTenant is not duly observing the Rules affecting the allotment garden, or any other term or condition of their tenancy, or if the TenantTenant is sentenced under law and imprisoned, becomes bankrupt or compounds with their creditors.

- b. by re-entry by the Council at any time after giving three months' previous notice in writing to the Tenant on account of the allotment garden being required.
 - i for any purpose (not being the use of the same for agriculture) for which it was acquired by the Council or has been appropriated under any statutory provision or
 - ii for building, mining or any other industrial purpose or for roads and sewers necessary in connection with any of those purposes.

37.5 The tenancy may also be terminated by the Council by twelve months' notice in writing expiring on the thirty-first day of October in any year.

37.6 A Tenant may terminate a tenancy at any time. Rent is non-refundable (see rule xxx)

37.7 The Edge Hill Allotment site is held as a leasehold agreement and is leased by the Town Council from a third party and designated for allotment garden use. This agreement is subject to periodical review by both parties, under the original leasehold agreement set out by the former Wear Valley District Council (WVDC). Any notice served by the third party would be issued to Bishop Auckland Town Council and will be adhered to accordingly by the Council (See: Rule 37). Any changes to the leasehold agreement which affect allotment Tenants will be communicated directly to them.

38. Service of Notices

38.1 Any notice may be served on a Tenant either personally or by leaving it at their last known address. If the Council is not kept informed of a change of address, any communication or notice sent to a previous or out-of-date address will still be deemed to have been issued and served on the Tenant

39. Amendment

39.1 Bishop Auckland Town Council reserves the right to amend these rules at any time.

40. The Right to Appeal

40.1 A Tenant or former Tenant has 14 days to appeal a decision made by the Town Council. This must be made in writing.

40.2 The Appeals Panel made up of three elected members will be appointed for the appeal to be heard. Their decision at the end of the appeal is final.

These Allotment Rules and Regulations apply to the following Allotment sites:

- [Broken Banks Allotment](#)
- [Edge Hill Allotment Association](#) (Leased)
- [Pollards Allotment Association](#)
- [South Church Lane Allotment Association](#) (Self Managed)
- [Tindale Crescent Allotment](#)
- [Toronto Allotment](#)
- [Mill Race Allotment](#)
- [Woodhouse Close Allotment](#)

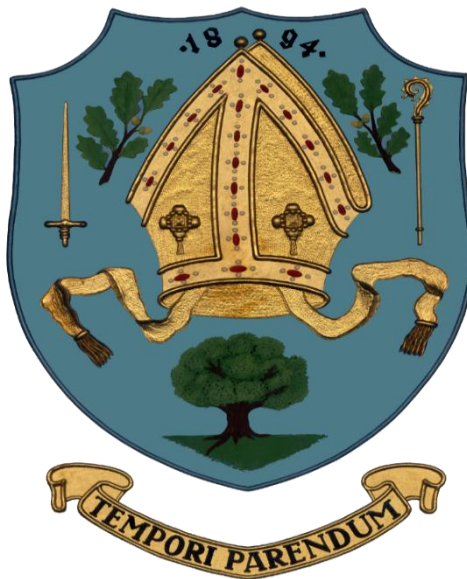
The Town Council will not be held liable for any losses or perceived losses resulting from an Act of God circumstance, strike, flood, fire, explosion, theft, legislation change or any other circumstance that may arise and is outside of the Town Council's control.

Contact details

For further information or queries please contact:

Bishop Auckland Town Council, Kingsway Court, 54 Kingsway, Bishop Auckland, Co. Durham DL14 7JF

BISHOP AUCKLAND TOWN COUNCIL



Allotment Tenancy Enforcement Procedure

Effective from: 28th May 2026

Last reviewed: September 2026

Next review: May 2027

Version Control: V1

Previous revision dates: May 2025

Review Panel Allotment and Environment Committee and Full Council

In accordance with the Freedom of Information Act 2000, this document is available on the Council's Website www.bishopauckland-tc.gov.uk and copies of this document will be available for inspection on deposit in the Town Council Office, 54 Kingsway, Bishop Auckland, DL14 7JF.

Costs are as per the publication scheme.

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Allotment Tenancy Enforcement Procedure

The Council will enforce sanctions to allotment tenants for any breach of their Tenancy and/or **adopted Bishop Auckland Town Council** Allotment Rules and Regulations via the following enforcement procedure. When evidence proves that a breach of tenancy has occurred, the Council will act, which ultimately may result in the termination of the Tenancy Agreement, and eviction from the plot.

Failure on the part of the Council to enforce any of the Rules and Regulations of the Allotment Tenancy cannot be seen as a waiver of that rule and does not in any way remove the Council's ability to enforce the rule again in the future.

Each breach of the Tenancy will be investigated on its merits; the types of evidence we look at include (but are not restricted to):

- Evidence from Council Inspection
- Written evidence submitted
- Witness statements¹ (must be submitted by witness directly and not through the tenant to who it relates)
- Complaints received
- Physical evidence on site
- Police statements
- Photographs, etc.

The Enforcement Procedure, has three stages, however in the event that the Council deems a breach to be very serious, the Council reserves the right to serve immediate Notice to Quit (**Stage 3**) to terminate the Tenancy without going through Stages 1 and Stage 2.

If it is identified that a tenant has breached more than 3 rules, then this will automatically be viewed as a sever breach and the council will serve an immediate Notice to Quit (Stage 3).

Any breaches of tenancy (Stage 1 or Stage 2) received by the tenant will remain relevant for 3 years, and will be detailed on their tenancy record.

Tenants who, in one season, receive a stage 1 enforcement, for example for non-cultivation, then subsequently take adequate action that year, but then commit the same offence within the 3-year period, would receive a Stage 2 for that offence rather than another Stage 1. **The council reserves the right to deem the breach as sever, and progress to Immediate Notice to Quite (Stage 3) without moving to stage 2.**

This system aims to prevent persistent abuse of the Allotment Rules and Regulations.

Tenants who have a Stage 2 on record and then have another breach, regardless of what it is will immediately progress to Stage 3.

Stages of Enforcement

The three stages of the procedure are set out below:

- **Stage 1 - Informal Warning** – This gives the tenant an opportunity to remedy the breach. The warning will outline the nature of the breach(es), and will give instructions on required actions, and give a specified amount of time for the tenant to rectify the problem/s.

It is the responsibility of the tenant to rectify and breaches and inform the Council of actions taken within 2 weeks² of the date on the warning. Failure to do so may result in escalation to Formal Warning or if the breach(es) are significant, a direct escalation to Stage 3 – Notice to Quit.

If a tenant wishes to surrender the plot at Stage 1, this should be in writing and as set out in the Allotment Rules and Regulations to the Council. The plot is to be returned to the Council with vacant possession, in a condition consistent with the provisions of the Allotment Rules and Regulations. Failure to do so may result in the tenant being charged for the plot to be cleared and left in a lettable standard.

¹ We cannot accept third party or anonymous statements or allegations. If you have any worries or concerns over other people's actions or conduct then please do contact us.

² Mitigating circumstances will be considered, but are at the discretion of the Council. It is the tenant's responsibility to communicate openly with the Council.

- **Stage 2 - Formal Warning** – Formal Warnings will be issued to tenants who fail to respond and put in place remedial action as set out in the Informal Warning. Formal warnings may also be issued without an informal warning if the Council deems the actions of the tenant to be serious enough to require a stronger sanction.

The Formal Warning will outline the nature of the breach and what remedial action is to be taken. It is the responsibility of the tenant to undertake any remedial actions within 2 weeks of the date of the warning. Failure to do so may result in escalation to Formal Warning or direct escalation to stage 3 – Notice to Quit.

If a tenant wishes to surrender the plot at Stage 2, this should be in writing and as set out in the Allotment Rules and Regulations to the Council. The plot is to be returned to the Council with vacant possession, in a condition consistent with the provisions of the Allotment Rules and Regulations. Failure to do so may result in the tenant being charged for the plot to be cleared and left in a lettable standard.

Stage 3 -Termination of Tenancy - Notice to Quit - If after the specified time from the warning being served in Stage 1 and/or Stage 2, it is found that no/insufficient action has been taken, the Tenancy will be terminated and the Tenant will be issued with a Notice to Quit.

The Notice to Quit informs the Tenant that the Tenancy will be terminated, and that the eviction process has commenced. The Notice to Quit will specify the period for which the plot must be vacated, and it must be left in the condition as specified in the Tenancy Agreement and Allotment Rules and Regulations.

On termination of the tenancy, the Tenant at their own cost, must carry out any works which are required to bring the plot to a lettable standard (rubbish removal, removal of stored materials, derelict structures etc.) if the plot is not returned in a lettable condition, remediation works may be undertaken by the Council and the outgoing Tenant may be charged for these remedial works.

Right to appeal

Tenants have the right to appeal any enforcement sanction issued, as per the Council's Comments, Compliments and Complaints Procedure.

The appeal must be made in writing within 7 days of the decision being issued.

Upon receipt of the appeal, the Town Council will call the General Appeals Panels panel.

The panel will be made up of three elected members **of the council**.

The panel will consider the evidence, based on the criteria set out in the Town Councils Comments, Compliments and Complaints procedure, and provide a final response.

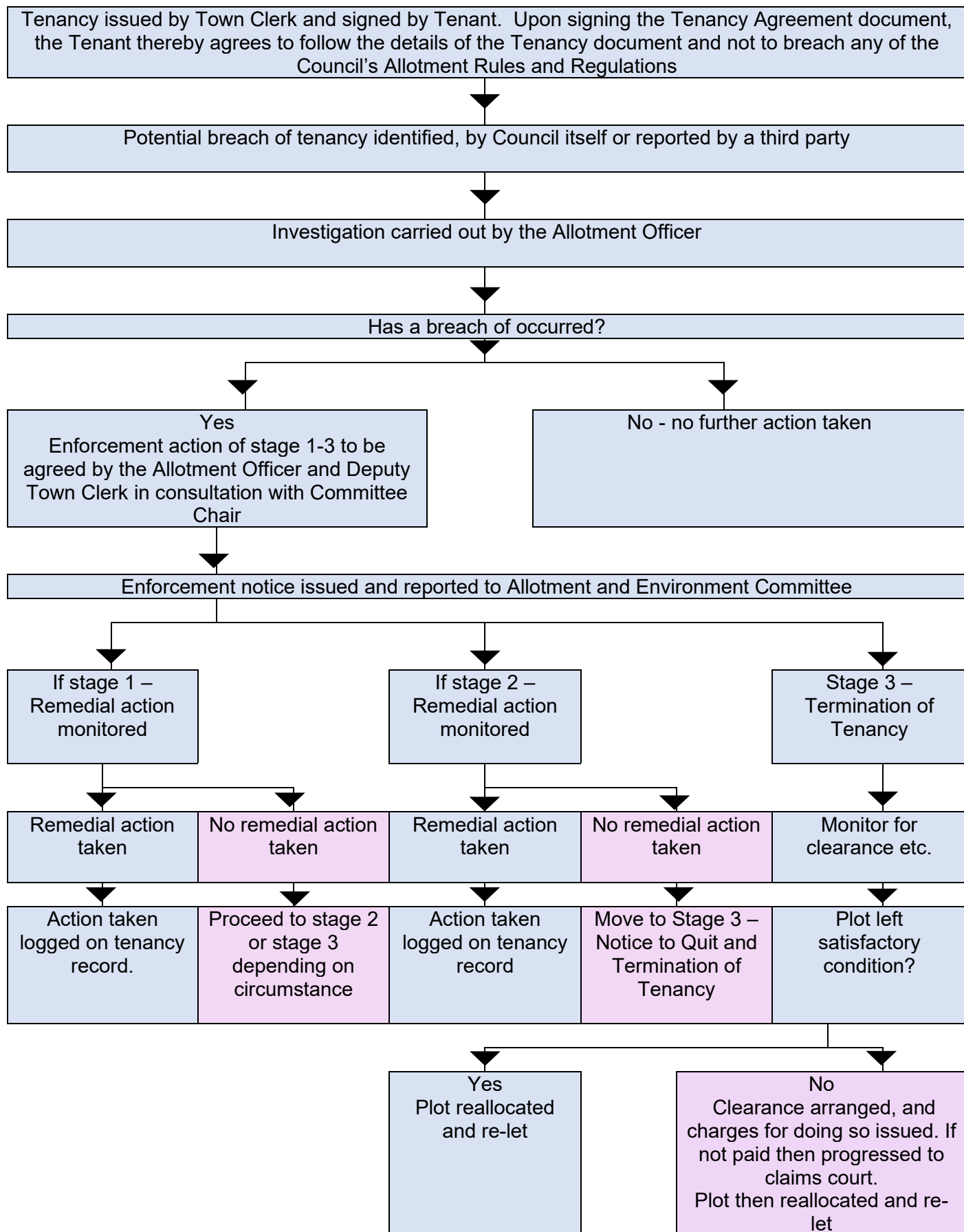
The Tenant may attend the appeal to present their case.

The decision of the appeal panel is final, there is no further right of appeal.

How to contact us

You can contact the Council regarding the Allotment Service:

- By email on allotments@bishopauckland-tc.gov.uk
- In writing at Bishop Auckland Town Council, Kingsway Court, 54 Kingsway, Bishop Auckland, County Durham, DL14 7JF
- By telephone 01388 207110

Flow Chart of Enforcement Process

Appendix 3 - 2025-26 and 2026-27 Water Usage

2025-26								
Site	Period	Reading	m²	Cost	Potable Water Metering	Other / Credits	Total Paid	Notes
Broken Banks 5 Tenants, across 7 Plots.	1st April - 30th April 2025	1953	5	£8.14	£2.14		£10.28	
	1st May - 31st May 2025	1958	5	£8.14	£2.21		£10.35	
	1st June - 30th June 2025	1987	29	£47.25	£2.14		£49.39	
	1st July - 31st July 2025	1992	5	£8.14	£2.21		£10.35	
	1st August - 31st Aug 2025	1998	6	£9.78	£2.21		£11.99	
	1st Sept -30th Sept 2025	2074	76	£123.85	£2.14		£125.99	
	1st Oct - 31th Oct 2025	2098	24	£39.11	£2.21		£41.32	
	1st Nov - 30th Nov 2025	2122	24	£39.11	£2.14		£41.25	
	1st Dec - 31st Dec 2025	2068	-54	-£88.00	£2.21	-£85.79	£0.00	£85.79 Credit on Account
	1st Jan - 31st Jan 2025	2069	1	£1.63	£2.21	£3.84	£0.00	£81.95 Credit on Account
	1st Feb - 28th Feb 2025	2075	6	£9.78	£2.00	£11.78	£0.00	£70.17 Credit on Account
	1st Mar - 31st Mar 2025	2073	-2	-£3.26	£2.21	-£1.05	£0.00	£71.22 Credit on Account
			125	£203.66	£26.03	-£71.22	£300.91	Site Total

Pollards 62 Tenants, across 73 Plots.	1st April - 30th April 2025	536	0	£0.00	£2.14	£2.14	£0.00	£6.96 Credit on Account
	1st May - 31st May 2025	536	0	£0.00	£2.21	£2.21	£0.00	£4.75 Credit on Account
	1st June - 30th June 2025	761	225	£366.66	£2.14	-£4.75	£364.05	
	1st July - 31st July 2025	798	37	£60.29	£2.21		£62.50	
	1st August - 31st Aug 2025	837	39	£63.56	£2.21		£65.77	
	1st Sept -30th Sept 2025	1146	309	£503.53	£2.14		£505.67	
	1st Oct - 31th Oct 2025	1259	113	£184.14	£2.21		£186.35	
	1st Nov - 30th Nov 2025	1126	-133	-£216.73	£2.14	-£214.59	£0.00	£214.59 Credit on Account
	1st Dec - 31st Dec 2025	1121	-5	-£8.14	£2.21	-£5.93	£0.00	£220.52 Credit on Account
	1st Jan - 31st Jan 2025	1121	0	£0.00	£2.21	£2.21	£0.00	£218.31 Credit on Account
	1st Feb - 28th Feb 2025	1121	0	£0.00	£2.00	£2.00	£0.00	£216.31 Credit on Account
	1st Mar - 31st Mar 2025	1159	38	£61.92	£2.21	£64.13	£0.00	£152.18 Credit on Account
			623	£1,015.24	£26.03	-£152.58	£1,184.35	Site Total

Tindale Crescent 46 Tenants, across 56 Plots.	1st April - 30th April 2025	4774	8	£13.04	£2.14		£15.18	
	1st May - 31st May 2025	4782	8	£13.04	£2.21		£15.25	
	1st June - 30th June 2025	4904	122	£198.81	£2.14		£200.95	
	1st July - 31st July 2025	4923	19	£30.96	£2.21		£33.17	
	1st August - 31st Aug 2025	4943	20	£32.59	£2.21		£34.80	
	1st Sept -30th Sept 2025	5165	222	£361.77	£2.14		£363.91	
	1st Oct - 31th Oct 2025	5241	76	£123.85	£2.21		£126.06	
	1st Nov - 30th Nov 2025	5316	75	£122.22	£2.14		£124.36	
	1st Dec - 31st Dec 2025	5163	-153	-£249.33	£2.21	-£247.12	£0.00	£247.12 Credit on Account
	1st Jan - 31st Jan 2025	5172	9	£14.67	£2.21	£16.88	£0.00	£230.24 Credit on Account
	1st Feb - 28th Feb 2025	5178	6	£9.78	£2.00	£11.78	£0.00	£218.46 Credit on Account
	1st Mar - 31st Mar 2025	5203	25	£40.74	£2.21	£42.95	£0.00	£175.51 Credit on Account
			437	£712.13	£26.03	-£175.51	£913.67	Site Total

Woodhouse Close 39 Tenants, across 59 Plots. (Plots 52-59 Unworkable)	1st April - 30th April 2025	6520	87	£141.78	£2.14	-£53.06	£90.86	Includes £53.06 duplicate payment from previous bill
	1st May - 31st May 2025	6610	90	£146.66	£2.21		£148.87	
	1st June - 30th June 2025	6854	244	£397.62	£2.14		£399.76	£548.63 Paid 22/07/26
	1st July - 31st July 2025	7023	169	£275.40	£2.21		£277.61	
	1st August - 31st Aug 2025	7187	164	£267.25	£2.21		£269.46	
	1st Sept -30th Sept 2025	7412	225	£366.65	£2.14		£368.79	
	1st Oct - 31th Oct 2025	7591	179	£291.69	£2.21		£293.90	
	1st Nov - 30th Nov 2025	7763	172	£280.28	£2.14		£282.42	
	1st Dec - 31st Dec 2025	7417	-346	-£563.83	£2.21	-£561.62	£0.00	£561.62 Credit on Account
	1st Jan - 31st Jan 2025	7450	33	£53.78	£2.21	£55.99	£0.00	£505.63 Credit on Account
	1st Feb - 28th Feb 2025	7480	30	£48.89	£2.00	£50.89	£0.00	£454.74 Credit on Account
	1st Mar - 31st Mar 2025	7555	75	£122.21	£2.21	£124.42	£0.00	£330.32 Credit on Account.
			1122	£1,828.37	£26.03		£2,131.67	Site Total

Edge Hill 31 Tenants, across 34 plots. (Plot 23 Unworkable)	1st April - 30th April 2025	311	0	£0.00	£2.14	-£1.47	£0.00	£1.47 Credit on Account
	1st May - 31st May 2025	311	0	£0.00	£2.21	£1.47	£0.74	
	1st June - 30th June 2025	348	37	£60.29	£2.14		£62.43	
	1st July - 31st July 2025	347	-1	-£1.63	£2.21		£0.58	
	1st August - 31st Aug 2025	350	3	£4.89	£2.21		£7.10	
	1st Sept -30th Sept 2025	404	54	£88.00	£2.14		£90.14	
	1st Oct - 31th Oct 2025	421	17	£27.71	£2.21		£29.92	
	1st Nov - 30th Nov 2025	437	16	£26.07	£2.14		£28.21	
	1st Dec - 31st Dec 2025	396	-41	-£66.82	£2.21	-£64.61	£0.00	£64.61 Credit on Account
	1st Jan - 31st Jan 2025	396	0	£0.00	£2.21	£2.21	£0.00	£62.40 Credit on Account
	1st Feb - 28th Feb 2025	396	0	£0.00	£2.00	£2.00	£0.00	£60.40 Credit on Account
	1st Mar - 31st Mar 2025	396	0	£0.00	£2.21	£2.21	£0.00	£58.19 Credit on Account
			85	£138.51	£26.03	-£58.19	£219.13	Site Total

2026-27								
Site	Period	Reading	m²	Cost	Potable Water Metering	Other / Credits	Total Paid	Notes
Broken Banks 5 Tenants, across 7 Plots.	1st April - 30th April 2026	2074	1	£1.67	£2.14	£3.81	£0.00	£67.41 Credit on Account
	1st May - 31st May 2026	2076	2	£3.35	£2.21	£5.56	£0.00	£61.85 Credit on Account
	1st June - 30th June 2026	2115	39	£65.33	£2.14	-£61.85	£5.62	
	1st July - 31st July 2026	2123	8	£13.40	£2.21		£15.61	£15.61 Paid 21/08/26
	1st Aug - 31st Aug 2026	2130	7	£11.70	£2.21		£13.91	To pay by Direct Debit on 20/09/26
	1st Sept -30th Sept 2026							invoice not yet received
	1st Oct - 31st Oct 2026							invoice not yet received
	1st Nov - 30th Nov 2026							invoice not yet received
	1st Dec - 31st Dec 2026							invoice not yet received
	1st Jan - 31st Jan 2027							invoice not yet received
	1st Feb - 28th Feb 2027							invoice not yet received
	1st Mar - 31st Mar 2027							invoice not yet received
			57	£95.45	£10.91	-£52.48	£35.14	Site Total

Pollards 62 Tenants, across 73 Plots.	1st April - 30th April 2026	1495	336	£562.90	£2.14	-£152.18	£412.86	£412.86 Paid 21/05/2026. Used £152.18 Credit on Account
	1st May - 31st May 2026	1577	82	£137.38	£2.21		£139.59	
	1st June - 30th June 2026	1348	-229	-£383.64	£2.14	-£381.50	£0.00	£381.50 Credit on Account
	1st July - 31st July 2026	1382	34	£56.96	£2.21	-£59.17	£0.00	£322.33 Credit on Account
	1st Aug - 31st Aug 2026	1417	35	£58.51	£2.21	-£60.72	£0.00	£261.61 Credit on Account
	1st Sept -30th Sept 2026							invoice not yet received
	1st Oct - 31st Oct 2026							invoice not yet received
	1st Nov - 30th Nov 2026							invoice not yet received
	1st Dec - 31st Dec 2026							invoice not yet received
	1st Jan - 31st Jan 2027							invoice not yet received
	1st Feb - 28th Feb 2027							invoice not yet received
	1st Mar - 31st Mar 2027							invoice not yet received
			258	£432.11	£10.91	-£653.57	£552.45	Site Total

Tindale Crescent 46 Tenants, across 56 Plots.	1st April - 30th April 2026	5377	174	£291.50	£2.14		£293.65	£118.14 Paid 21/05/26. Used £175.51 Credit on Account
	1st May - 31st May 2026	5427	50	£83.77	£2.21		£85.98	
	1st June - 30th June 2026	5332	-95	-£159.16	£2.14	-£157.02	£0.00	£157.02 Credit on Account
	1st July - 31st July 2026	5408	76	£127.33	£2.21	£129.54	£0.00	£27.48 Credit on Account
	1st Aug - 31st Aug 2026	5485	77	£128.74	£2.21	-£27.48	£103.47	To pay by Direct Debit on 20/09/26
	1st Sept -30th Sept 2026							invoice not yet received
	1st Oct - 31st Oct 2026							invoice not yet received
	1st Nov - 30th Nov 2026							invoice not yet received
	1st Dec - 31st Dec 2026							invoice not yet received
	1st Jan - 31st Jan 2027							invoice not yet received
	1st Feb - 28th Feb 2027							invoice not yet received
	1st Mar - 31st Mar 2027							invoice not yet received
			282	£472.18	£10.91	-£54.96	£483.10	Site Total

Woodhouse Close 39 Tenants, across 59 Plots. (Plots 52-59 Unworkable)	1st April - 30th April 2026	7704	149	£249.62	£2.14	£251.76	£0.00	£78.56 Credit on Account
	1st May - 31st May 2026	7851	147	£246.27	£2.21	-£78.56	£169.92	£169.92 Paid 20/06/26. Used £78.56 Credit on Account
	1st June - 30th June 2026	8025	174	£291.50	£2.14		£293.65	
	1st July - 31st July 2026	8052	27	£45.23	£2.21		£47.44	
	1st Aug - 31st Aug 2026	8230	178	£297.61	£2.21		£299.82	To pay by Direct Debit on 20/09/26
	1st Sept -30th Sept 2026							invoice not yet received
	1st Oct - 31st Oct 2026							
	1st Nov - 30th Nov 2026							
	1st Dec - 31st Dec 2026							
	1st Jan - 31st Jan 2027							
	1st Feb - 28th Feb 2027							
	1st Mar - 31st Mar 2027							
			675	£1,130.23	£10.91	£173.20	£810.83	Site Total

Edge Hill 31 Tenants, across 34 plots. (Plot 23 Unworkable)	1st April - 30th April 2026	396	0	£0.00	£2.14	£2.14	£0.00	£56.05 Credit on Account
	1st May - 31st May 2026	396	0	£0.00	£2.21	£2.21	£0.00	£53.84 Credit on Account
	1st June - 30th June 2026	414	18	£30.15	£2.14	£32.29	£0.00	£21.55 Credit on Account
	1st July - 31st July 2026	417	3	£5.02	£2.21	£7.23	£0.00	£14.32 Credit on Account
	1st Aug - 31st Aug 2026	420	3	£5.01	£2.21	£7.22	£0.00	£7.10 Credit on Account
	1st Sept -30th Sept 2026							invoice not yet received
	1st Oct - 31st Oct 2026							
	1st Nov - 30th Nov 2026							
	1st Dec - 31st Dec 2026							
	1st Jan - 31st Jan 2027							
	1st Feb - 28th Feb 2027							
	1st Mar - 31st Mar 2027							
			24	£40.17	£10.91	£51.08	£0.00	Site Total

Mill Race - 7 tenants (Plots 2-7 and 11-18 Unworkable)	1st April - 30th April 2025	17190	298	£485.62	£14.50	£500.12	
	1st May - 31st May 2025	17497	307	£500.28	-£14.50	£485.78	
	1st June - 30th June 2025	17396	-101	-£164.59		-£164.59	
	1st July - 31st July 2025	17562	166	£270.51		£270.51	
	1st August - 31st Aug 2025	17729	167	£272.14		£272.14	
	1st Sept -30th Sept 2025	17279	-450	-£733.31		-£733.31	Refunded - Account Closed
	1st Oct - 31th Oct 2025			£0.00		£0.00	Blank Bill
	1st Nov - 30th Nov 2025			£0.00		£0.00	Blank Bill
	NWL Advice on re-connection				£453.00	£453.00	Cost of NWL offering advice on re-connection

387	£630.66	£0.00	£453.00	£1,083.66	Site Total
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Total 2025-26	£5,833.38
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2026-27	Total	£1,881.52	running in year total so far
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Bishop Auckland Town Council

Allotment and Environment Committee

15 September 2026

Environment Report

This reports updates on activities of the Greener Together Working Group, Floral Displays and Environmental Projects.

Appendix 1 contains details of budget allocations, spends to date and estimated year end costs for environmental activities, for information.

Greener Together Working Group

Since the last meeting of the committee the Greener Together Working Group has continued to meet monthly, with good attendance and commitment.

Representatives of the Group are attending the Northumbria in Bloom Awards event on the 16th November in Gateshead.

Floral Displays 2026-27 and 2027-28

For 2026-27 the Town Council have fully funded the Town Centre planting. There has been good response to the community planting days in the spring, and the displays have looked very nice all summer.

Whilst it has not been without its challenges, there have been several improvements made including:

- Improvement of locations of planters – planters have been moved from the Market Place, on to Newgate Street, and a display is now available on all four corners of the crossroads at Theatre Corner.
- Implementation of sustainable planting on Bob Hardisty Drive, and in the Raised beds in the Market Place.
- All planters have a ‘funded by Bishop Auckland Town Council’ sticker on them
- Predominantly positive feedback has been received about the planters.
- There is a keenness from allotment tenants to be involved in the floral displays moving forward, through support with seedlings.
- The Council has budget provisions for autumn bulb planting to support the wider town planting for 2027-28. Bulbs will initially be planted in raised beds, Railway Garden, Bob Hardisty Drive and Kingsway, with other areas of town being identified. There will be Spring and Summer Bulbs planted, to inject colour into the sustainable planting already in place.

There are still a range of challenges with the floral display including:

- Watering – the council has a separate contract for watering of the planters, and the very hot summer has caused some issues.
- Maintenance – we are relying on a small core of volunteers to help to maintain the areas, however ensuring that Town Council Staff or Members are present to ensure that appropriate health and safety is followed is complicated. Therefore a more sustainable plan for maintenance moving forward is required.
- There is still some public feedback relating to the location of the displays, and that the planting does not go into all wards, or far enough up Newgate Street.
- There are still complexities relating to relationships with DCC, as they continue to maintain some areas, but won't support others. I.e. Bus station and cut on Fore Bondgate Maintained by DCC but not the fixed market place beds or any of the planters, and the planting at the New Leisure Centre will be managed by DCC.

Floral - Recommendations and Considerations for 2027

- The Town is celebrating a special anniversary of the Football club therefore consideration can be given to having themed planting for spring and summer 2026 with two blue colour themes, to match the town colours. Members to agree if this is what they wish to do.
- To look at options for increasing the number of planters and their locations to go beyond theatre Coner. Consideration to be given to having strategic placed planters at the cross roads at Cockton Hill and Woodhouse Lane, and the entrance to Henknowle estate and Woodhouse Close estate, as well as at the Rugby Club on Newton Cap Bank. Other key entrance points to the Town Could also be considered. Members to agree if this is something they wish to explore, as this will involve the purchase of additional planters.
- Members to agree that the Chair and Clerk are to continue their liaison with DCC on the floral displays, and that consideration needs to be given to having a united approach with everyone working together for consistent green spaces.
- Members to give consideration to working with the Community Committee to have an active engagement plan for businesses and organisations across the town, for inclusion in floral and environmental projects.
- That members consider receiving quotations for maintenance of the raised beds, those on Bob Hardisty Drive, the Railway Garden etc, and considering them at the next meeting of this committee.
- That members receive details of the autumn bulb planting activities at the next meeting.

Environmental Improvement Projects 2026-27-2027-28

The Council via the Greener Together Group have focused specifically on two key environmental projects for 2026. These have been at the Railway Garden located next to the Train Station and on land on Kingsway next to the Council office.

Railway Garden - has seen a huge transformation with a range of groups being involved, including:

In Bloom, Cultivate 4Life, Bishop Auckland College – week do Action and Aspire Student, Greener Together Volunteers, The Auckland Project.

The garden has turned a dis-used piece of land into a pollinator friendly space, with raised beds, and planters, and a stone circle to commemorate the Darlington and Stockton Railway.

Phase two of the project over the winter will see the council work with joiner students at Bishop Auckland College to create a model Locomotion No 1 which will be a planter central to the design. It will also see hardcore be removed and grass planted to stop ‘desire lines’ or paths being created, which is something the landowner does not want to see. It will also explore if it is possible to work with South West Durham Training to design and install some train silhouettes along the fenceline, as part of the College week of Action 2027 (march).

Kingsway – The Kings Trust brought their Summer 2026 cohort to cultivate the unkempt area. They have made improvements and planted annual plants, Greener Together volunteers have been maintaining it. Phase 2 for winter 2026 is to replace the annuals with perennial planting, and installation of the Bishop Auckland roller as a feature. Full details and timeline will be brought to the next meeting

General - The Greener Together Group are looking to identify areas for improvements. Whilst the developments have been undertaken with a range of volunteers, ongoing maintenance remains an issue. Volunteer recruitment and a structured volunteer pathway needs to be considered by the council. However until that is in place the ongoing maintenances of environmental planting needs to be considered, as the council is reliant on individual volunteers at present which isn't enough to keep the areas looking satisfactory.

Environmental - Recommendations and Considerations for 2027

- That members consider which areas they wish to focus on for winter 2026-27, and a list of these will be brought with proposed plans and costings to the next meeting.

Other report recommendations:

- That members note the update on environment, and agree to receive feedback from the Northumbria In Bloom Awards event at the next meeting.
- That Members note the extensive work undertaken to deliver improved floral displays and make environmental improvements for the Town throughout the summer.

Bishop Auckland Town Council

Allotment and Environment Committee

15 September 2026

Recognition Awards

Background

The Council agreed to build upon the annual allotment awards, which saw winners of 'Best Plot' from each site come to a Committee meeting to receive their plaque, and gift voucher. They agreed to establish an annual Environmental, Allotment and In Bloom Recognition Awards Evening to celebrate the achievements of local residents, allotmenters, volunteers and community groups who contribute to improving Bishop Auckland's environment, open spaces and floral displays.

The event would provide an opportunity for the Council to formally recognise the dedication and efforts of volunteers who support environmental initiatives, allotment sites and community planting projects throughout the town.

Proposed Format

The event would be a small civic reception, comprising:

- Welcome from the Mayor or Chair of Allotment and Environment Committee.
- Presentations of Best Allotment Award for each allotment site.
- Formal recognition and thanks to volunteers who have supported environmental and community projects during the year. Consideration to be given to having a formal nomination process similar to what the council undertakes with the Youth Awards, for year 2.
- Celebration of any achievements and awards received through the Northumbria in Bloom competition.
- Opportunity for networking and informal discussion.

The event is to take place, in a small venue such as McIntyre Centre, on a mid week evening in October. A drinks reception with light refreshments will follow the awards.

Benefits

The awards evening would:

- Recognise and reward the commitment of volunteers and allotment tenants.

- Promote civic pride and community engagement.
- Raise the profile of environmental and horticultural initiatives across the town.
- Encourage wider participation in Council-led projects and competitions.
- Strengthen relationships between the Council, volunteers and community groups.

Financial Implications

Costs would be limited to venue preparation, refreshments, certificates and any small commemorative awards or trophies. These costs would be covered by the agreed Recognition Awards Budget of £3,000 which is an existing budget, agreed by council.

Recommendation

Members are asked to consider adoption of the proposed format for the establishment of the annual Town Council Environmental, Allotment and In Bloom Recognition Awards Evening and provide direction on the development of the event and associated budget requirements.