



ALSAGER TOWN COUNCIL

**PARTNERSHIP AND DEVOLVED MANAGEMENT
AGREEMENT**

WITH

THE ALSAGER GARDENS ASSOCIATION

February 2019

THIS AGREEMENT IS DATED2019

PARTNERSHIP AND DEVOLVED MANAGEMENT AGREEMENT BETWEEN THE ALSAGER TOWN COUNCIL AND THE ALSAGER GARDENS ASSOCIATION

The Parties (1) Alsager Town Council address 3 Lawton Road, Alsager, Cheshire, ST7 2AE admin@alsagertowncouncil.org.uk. Herein after referred to as the Council) and

(2) Alsager Gardens Association alsagergardensassociationsecretary@outlook.com (hereinafter referred to as the AGA)

PART 1

1. INTRODUCTION AND BACKGROUND

The management and development of the Alsager allotments is a partnership between the Council as providers of a community service and the AGA as users. Any progress or agreement needs complete trust and confidence between the parties involved. It should be remembered that the council have the ultimate responsibility for the provision of allotments. It should not therefore be a way for the council to absolve itself of responsibility or for the AGA to feel it can do what it likes in future.

This Formal Agreement is required as a result of a long running undocumented responsibility and management of the Allotments in Alsager, by the AGA. It is directed toward maintaining or improving the standards on the four Allotment Sites by introducing a formal agreement of self-governance to the AGA which is intended to offset the Council's existing costs against a background of acute austerity in the Local Government sphere.

This Agreement therefore entitles the AGA to manage and maintain the Allotment Sites on behalf of the Council and details the responsibilities of each party.

The Council and the AGA intend this Agreement to be a binding agreement on all parties and covers the four allotment sites for which the Council is responsible.

2. DURATION OF AGREEMENT

This Agreement shall commence on the date stated at the beginning of it and shall continue for a minimum period of five years. The agreement will be reviewed annually by April each year and in the absence of any new written agreement, the agreement will continue on a year by year basis until a new agreement is formalised and agreed

3. REPRESENTATIVE MEETINGS BETWEEN THE PARTIES

At the commencement of this AGREEMENT the Parties have identified their respective representatives as the Council's Asset's Manager and the Secretary of the AGA. They shall meet within six months from the date of commencement of this AGREEMENT and thereafter, once a year on the anniversary of the date of this AGREEMENT

The discussions between the representatives shall include all matters relating to the provision of the services and allotment management. The Council shall minute and record the discussions in writing and shall thereafter invite the AGA to sign off the minutes as agreed. The Parties shall thereafter take all necessary agreed actions arising from the meeting within an agreed reasonable time.

Ad Hoc meetings may take place between the parties' representatives throughout the year, to discuss matters on allotment sites, at the request of either party. These meetings should be supported by documented records such as minutes or email correspondence.

4. COMMUNICATION BETWEEN THE PARTIES

Subject to the Council's constitution and scheme of delegations, any decision, notice, information or communication given or made by either Party's representative or its nominated representatives) (such nomination shall be advised in writing) shall be deemed to have been given on behalf of the Party by its representative.

5. JOINT ANNUAL INSPECTIONS

The Council and the AGA shall together carry out an annual health and safety inspection of the Allotment Sites and agree any areas of risk and mitigating actions

6. FINANCIAL ARRANGEMENTS

The AGA shall set and collect the allotment tenancy rents and shall use the collected rent to carry out and pay for the services managed under this AGREEMENT. The AGA shall maintain an account in a reputable UK bank and operate within good financial practices.

The Council will invoice the AGA on an annual basis to an agreed formula as follows:

Agreed Multiplier £ x Square meter = £ Amount

Less a 50% Management Charge =

£ Annual Charge

A meeting between The Council and The AGA will take place prior to 31 October each year to discuss any proposals to change this formula.

7. PROMOTION OF GARDENING AND ALLOTMENTS

The AGA has worked for many years in partnership with the Council to promote the health and wellbeing benefits of gardening and allotmenting by a range of activities throughout the year. The annual garden and allotment competition is one of these and is administered by the AGA on behalf of the Council. The AGA will administer the publicity, manage the applications and organise the judging and subsequent awards. The Council will assist with publicity via its website and other media it has access to and will provide the prize money for the competition winners.

8. ALLOTMENT INFRASTRUCTURE

Infrastructure is the fundamental facilities and structures serving the allotment including the services and facilities necessary for its operation and to meet its obligations for accessibility, equality and diversity.

In considering Infrastructure in an allotment design, the design should *create an asset for the whole community* with the perimeter of the site incorporating planting wherever possible.

Well-laid hedges in native species can enhance the external view and add to the biodiversity value of a site. A combination of hedges and passive security is unlikely to be enough to protect crops and other property so good-quality fencing is required (palisade fencing is recommended), and gates with solid locks.

There are sound environmental reasons for encouraging access to the allotment on foot or bicycle, but there needs to be vehicle access and parking for the benefit of plot holders with restricted mobility and wheelchair users, as well as to enable deliveries of manure and other essentials.

With exception to permissions prior to this agreement, where rear house fences form part of the boundary fences no access is permitted to the allotment site.

The “Soft” Infrastructure are those facilities or services essential to maintain the quality of life and in support of the Health and Well Being of the Allotment Community and its partners.

9. EXCLUDED FROM THIS AGREEMENT

1. There is no External “Signage” at each Allotment site
2. Plots are well defined but have no individual numbers identifying each plot
3. Individual site plans showing the approx. size and location of each plot have been “Hand Drawn” but no professional plan or individual accurate plot size is available.
4. The AGA **do not have resources** to provide the following but will ensure it “Signposts” members to the AGA Website where members can access appropriate documents and information.

1. Provide Health and Safety Training of Plot Holders
2. Provide a paper copy of a “Tenant Handbook” for new allotment tenants.

Such a document would contain but is not limited to:

- Tenancy Agreement
- What you can and Can't do on Allotments - Allotment Rules
- Livestock
- Rents
- Health and Safety Advise and Current Risk Assessment
- How Do I get Started?

- Your Site
- Policies of the AGA including Health & Safety, Equality and Diversity, Safeguarding

PART 2 THE AGA OBLIGATIONS

1. CONSIDERATION

In consideration of the financial arrangement set out in this agreement, the AGA shall manage and maintain the allotment sites and deliver its services to the reasonable standard of a competent allotment site manager.

The AGA will comply with all applicable Legislation for the carrying out the management of the allotment sites and its services. The AGA will also require tenants, employees, servants and agents to comply with all applicable legislation for the conduct and management of the allotment sites

2. ELIGIBILITY FOR AN ALLOTMENT

All residents of Alsager are eligible to rent an allotment plot. Residents of neighbouring areas may be considered by the AGA for an allotment plot if there are any vacancies.

3. EXTERNAL FUNDING

The AGA shall apply for external funding to develop and improve the allotment sites in line with its constitution, aims and objective. This may add to the improvement of the allotment site infrastructure or to the general enhancement and development of the allotment sites. Such improvements and developments will be in keeping with the Council's aims and objectives, any written strategy and vision statements and the Alsager Neighbourhood Plan.

4. COMMUNITY RELATIONSHIPS

The AGA will use all reasonable endeavours to establish and maintain good working relationships with residents, property owners, stakeholders and/or any entity or persons with an easement right or interest in the allotment site and ensure the site maintains a good reputation as a community asset.

5. COMPLAINTS

The AGA will address and respond in writing to any written community concern or complaint made to it, within a reasonable time and where practical within 5 working days from receipt by the AGA of the concern or complaint.

Where reasonable, the AGA will provide advance notice of any event likely to cause annoyance or nuisance to a third party to that third party

If the complaint relates to threats of assault or actual bodily harm to or by any person or persons connected to the allotment sites, then the AGA shall report the complaint to the Police.

6. RECORD KEEPING

All relevant allotment records kept by the AGA shall be made available upon request of the Council throughout the duration of this agreement. Appropriate public documents will be available on the AGA website

The AGA shall keep all information, current at the time of the start of the agreement and any later amendments, regarding plot holders' names, addresses and contact details and will hold this information for a period of not less than 6 years from the date of termination of the tenancy agreement.

7. DATA PROTECTION

The AGA shall always comply with requirements of the Data Protection Act 2018 shall take appropriate organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

When considering what measure is appropriate, the AGA shall have regard to the state of good practice, technical development and the cost of implementing any measures to ensure a level of security appropriate to the harm that might result from such unauthorised or unlawful processing or accidental loss or destruction, and to the nature of the data to be protected.

See <https://www.gov.uk/government/collections/data-protection-act-2018>

8. EQUALITY AND DIVERSITY

The AGA will comply with The Equality Act 2010, the statute replacing previous anti-discrimination laws, promote equality and diversity and shall not unlawfully discriminate within the meaning and scope of any law enactment, order, or regulation relating to discrimination (whether in age, race, gender, religion, disability, sexual orientation or otherwise) in the carrying out of the service.

The AGA shall take all reasonable steps to secure the observance of this clause by all its members, agents and all suppliers and sub-contractors employed in performance of this agreement recognise that members, allotment tenants, volunteers, visitors or users of the allotments, should not experience discrimination on any grounds. See <https://www.gov.uk/guidance/equality-act-2010-guidance>

9. HEALTH AND SAFETY

The AGA will produce an annual risk assessment for each site covering all tasks and duties applicable to its responsibilities. The risk assessment will be provided to the Council, published on the AGA website and be on display on site noticeboards.

The assessments are to be applicable to all allotment tenants, volunteers, employees and all third parties who may come onto the allotment sites from time to time.

The AGA shall be responsible for external contractors it employs on site and must ensure that the contractor holds all necessary permissions, insurance, qualifications and experience to carry out the work required to a satisfactory standard.

10. INSURANCE

The AGA shall take out and maintain throughout the term of this agreement, insurance cover for all the usual insured risks and public liability. A copy of the relevant policy will be provided annually to the Council. A copy of the public liability statement will be posted on each site notice board.

11. STRUCTURAL REPAIRS

Where there is a required, substantial structural repair or replacement to the infrastructure of an Allotment Site i.e. water main pipes, large sections of pathway requiring replacement, the AGA will highlight the repair to the Council at the earliest opportunity.

The Council will consider and discuss if the cost of the work so notified should come from the maintenance budget or if funding under the Council's Capital Expenditure Budget is required.

12. DEVELOPMENTS AND IMPROVEMENTS TO THE ALLOTMENT SITES

The erection of buildings or storage facilities required by the AGA Committee shall only be erected with the approval of the Council and in accordance with Permitted Development Planning or with Planning Approval and thereafter will be maintained by AGA. Such developments and improvements should be an essential part of the Allotment Site Infrastructure. Future developments will meet the objectives of any Council Allotment Strategy that is in place at that time.

As a result of the AGA obtaining external funding to improve site infrastructure and facilities, for example; a Community Building erected on the site, then The Council will consider using the maintenance budget to maintain such facilities.

See also Appendix 1 – List of AGA and Council Responsibilities

PART 3 THE COUNCIL’S OBLIGATIONS

1. HEALTH AND SAFETY

The Council will undertake an annual Risk Assessment of each allotment site covering all tasks and duties applicable to its responsibilities, including the access to and roadways of, the allotment sites. The Council is responsible for large scale replacement of surfaces within the boundary of the allotment sites. The AGA is responsible for all minor repairs with the allotment sites, e.g. pot holes, trip hazards and patching work.

The risk assessment will be provided to the AGA.

The Council will provide the AGA with advance notice of the attendance at any site of the Council, any external contractors it has engaged to undertake work on or visit the sites and will invite the AGA to attend such visits

2. NEW ENQUIRIES

The Council will provide a link from its Website to the AGA’s website and forward all enquiries from prospective tenants direct to the AGA within a reasonable time frame.

3. PEST CONTROL

All sites, buildings and containers within the allotment sites must be maintained in a vermin free condition and all infestations shall be reported by the AGA to the Council as soon as they become apparent.

The Council will undertake any significant pest control treatments at Allotment Sites.

4. LEGISLATION, COUNCIL STRATEGY AND POLICY

The Council will advise the AGA of any policy, strategy or legislative changes that impact on the content of this agreement or the delivery of the Allotment services.

See also Appendix 1 – List of AGA and Council Responsibilities

Signed on behalf of the Alsager Town Council

..... Date/...../2019

Signed on behalf of the Alsager Gardens Association

..... Date/...../2019