



ALSAGER TOWN COUNCIL

**PARTNERSHIP AND DEVOLVED MANAGEMENT
AGREEMENT
WITH
THE ALSAGER GARDENS ASSOCIATION**

February 2019

THIS AGREEMENT IS DATED16/5/.....2019

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

..... Nicola Clarke Date 16/05/2019

Signed on behalf of the Alsager Gardens Association

..... A M Ford Date 16/5/2019

APPENDIX 1

ALSAGER GARDENS ASSOCIATION AND ALSAGER TOWN COUNCIL - DEVOLVED MANAGEMENT AGREEMENT RESPONSIBILITIES

NOTE If the Council has agreed to pay for work from the Maintenance Budget, it will either arrange for the work to be carried out itself, or the parties shall agree for the AGA to manage and carry out the work.

REF NO	ACTIVITY	RESPONSIBILITY	
1.0	ACCESS ROADS, DRIVES AND PATHS		
	The Council and the AGA will carry out an annual inspection of all access roads, and drives and paths within the allotment Sites. The Council is responsible for large scale replacement of surfaces with in the boundary of the allotment sites. The AGA is responsible for all minor repairs e.g. pot holes, trip hazards and patching work, within the allotment sites..	AGA	ATC
2.0	SIGNAGE AND NOTICE BOARDS		
2.a	There are no current signs that indicate the location or presence of the Allotment Sites. Signage is considered to be an effective asset to communicate to the public and make them aware of the existence of the allotment sites and to signpost the public to a contact point/web site to gain more information. Notice Boards are considered to be an important asset within the allotment site to ensure effective communication of rules, regulations and general information, to the Allotment Community.		ATC
2.b	The AGA are responsible for Keeping notice boards up to date.	AGA	
3.0	INFRASTRUCTURE - STRUCTURAL REPAIRS		
3.a	<i>The Council is responsible for the Infrastructure of the sites as defined in the overarching AGREEMENT</i> 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.	AGA	ATC
3.b	The Council will consider and discuss with the AGA, 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.		ATC

REF NO	ACTIVITY	RESPONSIBILITY
4.0	TENANT ISSUES, LETTINGS /PLOT VACATIONS/STANDARDS/COMPLAINTS The AGA will carry out all reasonable duties of a managing agent, and shall manage all Allotment Sites and lettings of allotment plots to tenants ensuring that tenants comply with the terms and conditions of the Allotment Tenancy Agreement Terms and Conditions, including:	
4.a	Act as the first point of contact for allotment requests	AGA
4.b	Meet new plot holders and provides plot viewing	AGA
4.c	Obtains the completion and signing of the documentation which forms the Tenancy Agreement	AGA
4.d	Issue Allotment Rules and Health & Safety Documentation	AGA
4.e	Issue site key	AGA
4.f	Registers the Tenant with the National Allotment Society for Individual Insurance purposes and affiliation benefits. https://www.nsalg.org.uk/join-us/membership/	AGA
4.g	Act as the first point of contact for the clarification of issues or complaints	AGA
4.h	Monitors the cultivation of plots and discusses action with tenant	AGA
4.i	Issues "Failure to Cultivate" Notice	AGA
4.j	Deals with difficult tenants and possible removal	AGA
4.k	Issue Termination Notice	AGA
4.l	Deal with applications for shelters, polytunnels, greenhouses and any other request for structures on the sites	AGA
4.m	Ensure plot holders maintain their paths surrounding their plots	AGA
4.n	Tidy vacant plots and removal of rubbish , seek redress from tenant if appropriate	AGA
4.o	Organise work parties for large tasks	AGA
4.p	Keeps tenant updated	AGA
4.q	Communicate important information to plot holders eg Any temporary site restrictions, Hose pipe bans	AGA
4.r	Issue Invoices for the annual rent, banking of same and chases up bad debts	AGA
4.s	Manage the waiting lists for all Allotment Sites.	AGA
4.t	The AGA will regularly monitor and shall be responsible for ensuring that all allotment tenants abide by the Allotment Tenancy, Rules, Terms and Conditions and Policies as well as any additional rules reasonably imposed by The AGA from time to time and any updates.	AGA
4.u	The AGA will, to assist with the notification of new rules etc, produce and post a notice detailing the change on all notice boards within the Sites and shall direct Tenants to the AGA website where the changes can be found.	AGA
4.v	The AGA will issue Two Newsletter per year to keep tenants up to date with Allotment Events, policies, rules and procedures and items of general interest. Where necessary the documentation will be posted/hand delivered to an individuals address. It is intended to maximise the use of electronic communication but there is a need to ensure that members of the AGA who are not computer literate receive paper communication.	AGA
4.w	Any formal complaint received by the AGA from a Tenant shall be dealt with via the AGA Committee	AGA

REF NO	ACTIVITY	RESPONSIBILITY
5.0	MAINTENANCE OF BOUNDARY FENCE, GATES AND ON SITE FACILITIES <i>The Council shall be responsible for:</i>	
5.a	The provision of water and stand pipes to each allotment site	ATC
5.b	The payment of all water bills	ATC
5.c	The repair and maintenance of all gates	ATC
5.d	The repair and maintenance of Boundary fences within the Allotment Sites.	ATC
5.e	Matters relating site infrastructure, drainage and hard surfaces.	ATC
5.f	Boundaries and Wayleave agreements etc. <i>The AGA shall be responsible for .</i>	AGA
5.g	The upkeep of all taps, pipework and troughs both above ground and shall attend to any reported leak	AGA
5.h	The turning on and off the water supply to toilets and water troughs.	AGA
5.i	Reading the water meters and providing the reading to the Council	AGA
6.0	TOILETS The AGA have raised funds to provide Accessible Toilets at each Allotment site which are considered to be an essential part of the Allotment Infrastructure. The Council will consider using the maintenance budget if these facilities require any significant improvement or maintenance. The AGA will provide all consumables for the toilets The AGA will arrange for all cleaning of toilets The AGA will arrange any maintenance or repairs as necessary eg Burst pipes etc.	ATC AGA AGA AGA AGA
7.0	GROUNDS MAINTENANCE, BOUNDARY HEDGES AND TREES <i>The AGA is responsible for</i>	
7.a	The maintenance of all internal site communal grass pathways and drives including the dividing pathways between plot	AGA
7.b	The internal tops and faces of hedges and other growth within the Allotment Sites. All such growth will be controlled by the AGA in such a manner as to not cause any impingement upon adjacent path ways or nuisance to neighbouring properties.	AGA
7.c	<i>The Council is responsible for</i> Growth outside of, but adjacent to allotments sites and for the external faces of boundary hedges.	ATC
7.d	All tree work to dead, dying or dangerous trees on the Allotment boundary or overhanging trees to the allotment site.	ATC

REF NO	ACTIVITY	RESPONSIBILITY	
7.e	The AGA will identify any necessary tree work as part of its annual risk assessment or on going inspections and report this to the Council who will access the Allotments Site or Sites and arrange to carry tree inspections and the required Arboricultural work. The Council will advise the AGA of dates and times of work to be undertaken and the AGA will be responsible for advising allotment tenants of the need for and the timing of such works and for making any necessary arrangements to ensure the area is available without occupation prior to the work taking place	AGA	ATC
7.f		AGA	ATC
8.0	INJURIOUS AND INVASIVE SPECIES OF WEEDS The Council will be responsible for eradication of any Giant Hogweed and Japanese Knotweed and for actions regarding issues on the adjoining external boundary of the allotment sites including land owned by Cheshire East, The Canal and River Trust https://canalrivertrust.org.uk/ and Network Rail https://www.networkrail.co.uk/ The AGA is responsible for control of all other potentially dangerous and invasive species including Deadly Nightshade, Woody Nightshade, Spear Thistle, Himalayan Balsam and Ragwort within the boundary of the Allotments.		ATC
8.a		AGA	ATC
8.b		AGA	
9.0	REMOVAL OF ROUTINE RUBBISH The AGA is responsible for organising the removal of all rubbish, however the Council Maintenance budget may be used to facilitate this.		
9.a		AGA	
10.0	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.		
10.a		AGA	ATC
10.b			
11.0	PROVISION OF MANURE /WOODCHIP/GRASS CLIPPINGS THE AGA will be responsible for giving permission to access the sites to suppliers of manure, woodchips, grass clippings and any similar waste products that the AGA may be interested in providing for their members.		
11.a		AGA	
12.0	SECURITY AND REPLACEMENT OF LOCKS AND KEYS The AGA shall ensure all buildings and gates are locked and secure at all times when not in use. A Key for access to each site will be provided to the Council including when changes have been made Keys		
12.a		AGA	
13.0	CHANGES TO RENT LEVELS The Treasurer of the AGA Committee will annually review rents and makes a recommendation at a Management Committee to vary the rent charged at all Allotments. The variation must be discussed and agreed at a Committee Meeting which will be held prior to the Annual General Meeting or an Extraordinary General Meeting of AGA		
13.a		AGA	

Notice 16/15/19.

DATE: 06 FEBRUARY 2019