

## MANAGEMENT AGREEMENT FOR THE PRUDHOE TOWN ALLOTMENTS

THIS AGREEMENT is made on \_\_\_\_\_ between PRUDHOE TOWN COUNCIL (hereafter called “the Council”) and PRUDHOE GARDENERS’ ASSOCIATION (hereafter called the “Association”).

### WHEREBY

The Association agrees to manage the allotments at Edgewell, Redwell, Stonyflat and Castle Dene owned or leased by the Council (together called the Allotments), delineated on the plans annexed to this Agreement to the Association from 1 April each year until this agreement is terminated. The Association shall be responsible for the day to day running of the Allotments and shall let the plots to members of the Association.

#### 1) PLOT ALLOCATIONS AND RENTS

- a) The Association shall maintain a list of potential allotment holders and shall offer vacant plots in list order, in accordance with the Allotment Rules on Lettings (Appendix B).
- b) Yearly rents shall be determined from time to time by the Council as the Allotments Authority in consultation with the Association.
- c) The Association shall be responsible for the collection of all rents due pursuant to this Agreement. Rents will be collected annually by the Association in advance for the coming year and are due between 1<sup>st</sup> January and 30<sup>th</sup> April
- d) Retired pensioner tenants who are entitled to receive a state retirement pension before the beginning of the year for which the plot is let shall be entitled to a rent reduction. The Association shall submit a copy of the register of allotment holders, denoting those entitled to a state retirement pension, to the Council by 30<sup>th</sup> April of the year to which the allotment tenancies relate.
- e) The total collected rents for the year in advance shall be paid to the Council on or before 15 April.

#### 2) FINANCIAL MANAGEMENT

- a) The Association shall submit its projected expenditures for the subsequent financial year in writing to the Council on or before 1<sup>st</sup> March in each year.
- b) The Council shall transfer operational funds to the Association each year based on the projected expenditures (see Sec. 2 a).

#### 3) OBLIGATIONS OF THE ASSOCIATION

- a) The Association is required to ensure that plots are let in a condition ready to cultivate; free from hazardous materials or dangerous buildings, excessive rubbish, and free from excessive weed growth.
  - b) The Association shall be responsible in so far as is reasonably practicable and legally possible for terminating tenancy agreements with allotment holders for non-cultivation and/or non-payment of rent, and will use their best endeavours to do so, with a right of appeal to the Town Council in case of dispute. This right of appeal to the Town Council shall only be available after all the published procedures followed by the Association have been exhausted (see Appendix C). The Town Council shall ask for proof that the Association has followed its published procedures before agreeing to hear the appeal.
  - c) The Association shall on reasonable notice being given make its registers and account books available for inspection to the Council Auditor.
  - d) The Association shall make agreements with the individual allotment tenants on behalf of the Town Council stating the rules and obligations to be observed during the period of tenancy in accordance with the Allotment Acts 1908, 1922 and 1950. Such rules are listed in the Allotment Tenancy Agreement (Appendix A).
  - e) Prior to commencing this Agreement, the Association shall obtain the approval from the Council for its Allotment Tenancy Agreement and thereafter to any changes to the Rules.
  - f) The Association shall arrange appropriate insurance for its activities, with the insurance premium(s) included as projected expenditures in the annual budget (see Sec. 2 a).
  - g) The Association shall submit quarterly water meter readings to the Council for each site on the 1<sup>st</sup> January, 1<sup>st</sup> April, 1<sup>st</sup> July and 1<sup>st</sup> October annually
- 4) OBLIGATIONS OF THE COUNCIL
- a) The Council shall maintain at its own expense and to a reasonable standard the main tracks though the Allotments; all fences and gates erected on or along the external boundaries of the Allotments; and, all hedges that are located along external boundaries of the Allotments.
  - b) The Council shall pay water rates and maintain the water supply at all Allotment sites. Rates are determined by meter reading at Redwell, Stonyflat Bank and Castle Dene and by a flat rate at Edgewell.
  - c) The Council shall provide the Association with annual and half year accounts showing

rental and other income and details of expenditure on the Allotments by the Council, on 31 March and 31 December each year.

d) Any officer or agent of the Council shall be entitled at any time, when so directed by the Council, to enter and inspect the Allotments.

5) TERMINATION OF THIS AGREEMENT

a) This agreement may be terminated by either the Council or the Association giving to the other twelve months' notice in writing expiring on or before 6<sup>th</sup> April or on or after 28<sup>th</sup> September in any year.

b) This agreement may be terminated by the Council at any time after giving three months' notice in writing to the Association if the land is required for any purpose (excluding agriculture) for which it has been appropriated under any statutory provision; or for building, mining or any other industrial purpose, or for roads or sewers in connection with any of the purposes.

c) By re-entry by the Council at any time after giving one month's notice in writing to the Association:

- i) if the rent or any part thereof is in arrears for not less than forty days whether legally demanded or not; or
- ii) if it appears to the Council that the Association or any one or more of its members not less than three months after the commencement of the Agreement has not duly observed the conditions contained therein.

Notice of termination must be given by the Council to the Association by registered post or by recorded delivery service addressed to a duly authorised officer of the Association and signed by an authorised officer of the Council. Any notice required to be given by the Association to the Council shall be sufficiently given if signed by the Chairman and any other duly authorised officer of the Association and sent by registered post or recorded delivery service to the Clerk of the Council.

Signed by:

For PRUDHOE TOWN COUNCIL, Councillor \_\_\_\_\_ (Chairman)

For PRUDHOE GARDENERS' ASSOCIATION \_\_\_\_\_ (Chairman)

And \_\_\_\_\_ (\_\_\_\_\_)

In the presence of \_\_\_\_\_ Clerk to the Council

Dated: This day \_\_\_\_\_

**APPENDIX A**

Agreement for letting of allotment: covers selling from plots and removal of trees, gravel, and other minerals

**APPENDIX B**

Allotment Rules on Lettings to cover the procedure for letting of allotments

**APPENDIX C**

Allotment Inspections Protocol to cover how inspections are done and dealing with appeals when allotments are graded E for unsatisfactory

**APPENDIX D**

Hen and Rabbit Keeping Guidelines to cover the standards of keeping livestock on PTC allotments