

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 Council agrees to let 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.

This agreement supersedes all previous agreements that may have at any time previously purported to have governed the management of the Allotments on behalf of the Council by 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 Tenancy Agreement (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 1st January and 30th 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 30th April of the year to which the allotment tenancies relate.

2) FINANCIAL MANAGEMENT

- a) The Association shall submit its projected expenditures for the subsequent financial year in writing to the Council on or before 1st March in each year.
- b) The Association will ensure that the Council are aware of any large projects that are required on allotments sites in advance of the Council’s budget cycle commencing in November (this is to allow cost projections for large projects to be made to the Council and considered by the Council at their budget setting meeting in January)

- c) The Association will accordingly, in accordance with clause 2a) prepare a priorities plan in or before the end of November each year which will include estimated costs against each priority item, for consideration by the Council and inclusion in the Council's budget as they deem appropriate for the Council's forthcoming financial year.
- d) The Council will agree their Allotments Budget annually in January, this budget will include as a minimum the monies required for the payment of the annual water rates on all sites, any rent due to be paid by the Council in relation to their head lease(s) of the site(s) and any membership fees that are payable by the Council. In addition to this the Council will budget for any of the items that are agreed by the Council as budget priorities from the Associations prepared Priorities Plan, submitted to the Council in accordance with clause 2b.
- e) The Association will retain Allotment Rental Income (from the 20/21 Financial Year) for use throughout the year on incidental and small jobs spending (small jobs being all jobs of less than £500) and will provide the Council with a statement of their spending on small jobs at the end of the financial year. In the event that income from Allotment Rents remains unspent at the end of the financial year this will be repaid to the Council to offset the Allotment Budget, unless agreed spending plans can be provided.
- f) The Council will consider any request from the association to use income from Allotment Rents for any item of expenditure over £500 on an individual request basis.

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 for terminating tenancy agreements with allotment holders for non-cultivation and/or non-payment of rent, with a right of appeal to the Town Council by the tenant in the case of any 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 Councils Auditor.
- d) The Association shall make agreements with the individual allotment tenants 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 Garden Tenancy Agreement and any associated policies and guidance issued to allotment tenants and thereafter to any changes to them.

f) The Association shall arrange appropriate insurance for its activities, with the insurance premium(s) included as projected expenditures in the priorities plan to be submitted to the Council in accordance with section 2b of this agreement.

g) The Association shall submit quarterly water readings to the Council for each site on 1st January, 1st April, 1st July and 1st 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 6th April or on or after 28th 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) 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 as a Deed by:

For PRUDHOE TOWN COUNCIL,

Councillor _____(Chair/Mayor)

And

For PRUDHOE GARDENERS' ASSOCIATION,

_____ (Chair)

And

In the presence of

_____ Clerk to the Council

Dated:

APPENDIX A

Allotment Tenancy Agreement:- 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