Allotment Self- Management Agreement

This AGREEMENT is made on **2024**

BETWEEN

1. **BEAN PARISH COUNCIL** (*'the Council'*) and

2. **BEAN ALLOTMENT ASSOCIATION** (*'the Association'*)

WHEREAS

(A) The Trustees named are members of the committee of the Association. The committee were duly elected as trustees by resolution passed at a meeting of the Association duly convened and held on ..... **November 2024,** where the Trustees were authorised to enter into this agreement.

(B) The Council holds the **allotment land** in Bean on the eastern side of Bean recreation ground. ("the land") shown edged on the attached plan (Annex 1) for cultivation as allotment plots.

(C) It has now been agreed between the parties that the allotment plots shall be let as a whole and controlled and managed by the Association in accordance with the terms and conditions of this Agreement.

1 Agreement to let

1.1. The Council agrees to let, and the Association agree to take for a period of **twenty-five years** from 1st April 2024 the land as one undivided whole: the land in Bean on the eastern side of Bean recreation ground. ("the land") shown edged on the aerial plans (Annex 1 and Annex 2) for cultivation as allotment plots.
The rent of the land shall be **£1.00 per annum starting 1 April 2024**. The rent of the land shall be fixed, subject to **one review every five years**, with the first review being from **1 April 2029**. If the Council decides to amend the rent this must be agreed in public by a resolution at a full Council meeting, with the Association to be notified in writing by 31 January in a review year.

2 Management

2.1. The Association shall sublet the allotment plots to allotment holders ("the tenants") only and shall manage and control the Allotments and collect the rent payable by the tenants.

2.2 The annual rent payable by each tenant may be variable based on the size of their plot, to include a proportionate share of overall costs. The total rent payable for all plots shall cover the reasonable costs to maintain and improve the site, as agreed by the Association, to include the rent of the land and insurance (Clause 7.1). Any unresolved dispute regarding rent shall be referred to the Council (Clause 2.6).

2.3. The Association shall enter a tenancy agreement with the tenant who shall receive from the Association a copy of this agreement with the Council.

2.4. The Association shall keep an up-to-date register of the names, addresses and contact details of the tenants and the register shall contain a record of the rent payments made by the tenants, a copy of which must be supplied to the Council. The Trustees shall maintain a waiting list where required and when applicable advise the Council of any vacancy.

2.5. The Association shall comply with and must ensure that the tenants comply with the terms of this agreement.

2.6. Any unresolved dispute between the Association and the tenants or between the tenants must be referred to the Council and the decision of the Council shall be binding.

2.7. The Association shall provide to the Council a copy of the Association's constitution, and any future updates.

3. Use and Maintenance

3.1. The Allotments shall only be used for the purpose of an allotment garden (the production of vegetable and fruit crops, and garden flowers only). The Allotments must not be used for any trade or business or for any illegal or immoral purpose. An approved educational purpose will not be a breach of this clause.

3.4. The Allotments must be kept clean, free from weeds and otherwise be maintained in a proper state of cultivation and in good condition and any pathway within the site must be kept reasonably free from weeds. Refuse shall be regularly disposed.

3.5. No trees, other than small fruit trees on dwarf root stock, shall be planted on the Allotments. No timber or established trees may be cut, pruned or removed and no mineral, gravel or earth may be taken or carried away from the Allotments without the consent of the Council. The Association have the right to serve notice to tenants in cases of non-compliance (Clause 8.3). All major arboriculture works will remain the responsibility of the Council.

3.6. No building or structure, other than sheds, greenhouses and polytunnels, shall be erected on the Allotments without the written consent of the Council.

3.7. The Associations responsibilities for maintenance shall be limited to maintaining the throughways and paths (as shown on Annex 2 – Plot Plan dated 1994) and all water equipment within the allotment area and to prevent rubbish accumulating on same. The allotment perimeter fences and gates shall remain the responsibility of the Council but the securing of the gates with suitable padlocks will be the responsibility of the Association and the Council is to be provided with a key to both the pedestrian and vehicular accesses.

3.8. The Council undertake to maintain the water supply and to recover all rates pertaining to the allotments from the Association.

3.9. Re-entry for the carrying out of operational works by a third party will only be undertaken following notice to the Association being given by the Council. Such notice to be in writing, specifying the powers under which it is served, the purposes for which re-entry is being taken, the duration of work and provision for reinstatement in the event of any damage to the site. The reasonable costs of overseeing such works to be borne by the Council or the Site Contractor, and agreed in writing prior to re-entry.

4. Legal Obligations

4.1. The Association must observe and comply fully with all enactments, statutory instruments, byelaws, orders or regulations affecting the Allotments.

4.2. The Association shall not unlawfully discriminate on grounds of colour, race, ethnic or national origin, religion or belief, gender, gender identity, marital status, sexual orientation, disability, age or other unjustifiable discrimination.

5. Alienation

5.1. The Association must not sublet, assign or part with possession of the Allotments or or of any part of the allotment, provided that it shall not be a breach of this condition for the Association to let the Allotments to any one or more of the Tenants, including educational Trusts.

6. Inspection and Auditing

6.1. Any officer or agent of the Council may, at any time when so directed by the Council, enter and inspect the Allotments or any of them, giving 48 hours-notice by telephone, email or text. In cases of emergency, any officer or agent of the Council may enter without prior notice.

6.2. The Association shall maintain an accurate record and account of all income and expenditure and shall retain copies of all receipts, accounting records and any relevant documents after completion of this Agreement.

6.3. The Association shall on request make available such records of accounting and all relevant documents for inspection and audit by the Council's Auditors.

6.4. The Association shall provide any other information required by the Council to enable the Council to monitor compliance with the terms and conditions of this Agreement.

7. Insurance

7.1. The Association shall take out and maintain in full force and effect with reputable insurance company, which may be through membership of the National Allotment Association (NSALG), during the period of this Agreement, at its own cost an adequate level of Public Liability Insurance against all loss of and damage to property and death of or injury to persons arising out of or in connection with its obligations under this Agreement and shall when required by the Council, produce evidence of such insurance.

8. Termination

8.1. Termination on Notice
This tenancy may be terminated by the Association giving to the Council 12 months' notice in writing expiring on 25 March or 29 September of any year.

8.2. Termination by the Council
This Agreement may be terminated by the Council giving the Association 12 months' notice in writing if the Allotments are required for any purpose in connection with any of the Council's statutory obligations.

8.3. Termination on Default.
This Agreement may be terminated by re-entry by the Council at any time after giving one month notice in writing to the Association,

i). if it appears to the Council that the Association has not duly observed the conditions contained in this Agreement, subject, in dispute, to arbitration by both Kent Association of Local Councils (DALC) and the National Allotment Association.

ii) if the Association goes into liquidation.

8.4. Termination if numbers are incorrect
The Self-Management tenancy may be determined by the Council giving three months' notice if the number of Tenants actually in occupation of and working the Allotments shall at any time be less than **eight**.

8.5 IT IS NOTED THAT THIS AGREEMENT IN NO WAY JEOPARDISES THE COUNCIL'S RIGHTS UNDER THE ALLOTMENTS ACTS OF 1908 AND 1950

9. Replacement of Trustees

9.1. Subject to notifying the Council in writing, the Association may by resolution passed by the majority present and voting at a meeting of members of the Association eligible to vote, at any time remove the Trustees or any of the trustees for the time being and substitute one or more of the trustees and

9.2. an endorsement on this Agreement of the resolution signed by the chairman of the meeting (at which such resolution shall be passed) and the secretary shall have the effect of making the terms and conditions of this Agreement binding on such substituted trustee or trustees.

10. Human Rights Act 1998

10.1. The Association acknowledge that in performing their obligations under this Agreement, it may be a public body for the purposes of the Human Rights Act 1998 and shall be subject to the same duty as the Council in the same way as if it was the Council.

11. Freedom of Information Act 2000

11.1. The Association acknowledge that the Council is under a statutory obligation to disclose information in compliance with the Freedom of Information Act and shall assist and co-operate with the Council to enable the Council to comply with any request for disclosure of information and the Council shall not be liable for any loss, damage or detriment, however caused, arising from disclosure of any information disclosed in compliance with a request for information under this Act, subject only to the limitations of confidentiality provided by the Data Protection Act.

12. Notices

12.1. Any notice to be given under this Agreement must be in writing and shall be sufficient if sent by registered post or recorded delivery, and a suitable receipt for delivery is produced.
i) if to the Council, shall be signed by any two of the Trustees and sent initially to: -

The Parish Clerk
Clerk@beanparishcouncil.gov.uk

Who will then advise a postal address for the signed copy to be sent to.

ii) if to the Trustees, shall be signed by the Parish Clerk and two Councillors including the Chair of the Council and sent to: -

The Trustees at the address registered for the purpose.

13. Third Party Rights Act

13.1. This Agreement is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions under the Contract (Rights of Third Parties) Act 1999.

14. Governing Law

14.1. This Agreement shall be governed by Laws of England.
Any reference to any statute or statutory provision shall be construed as referring to that statute or statutory provision as it may from time to time be amended modified extended or re-enacted or replaced and including all subordinate legislation made under it.

AS WITNESS the hands of the parties hereto the day and year first before written.

ON BEHALF OF BEAN PARISH COUNCIL

Chair of Bean Parish Council
Keith Turner-Burgin

Signature .....

Vice-Chair of Bean Parish Council
Anna Munday

Signature.....

Witnessed by
Clerk to Bean Parish Council
JS Becket

Signature .....

ON BEHALF OF BEAN ALLOTMENT ASSOCIATION

Name .....

Address .....

Signature.....
Trustee and authorised Signatory for the Association

Name .....

Address .....

Signature.....
Trustee and authorised Signatory for the Association

in the presence of –
Name……

Address……

Signature……
Secretary of Bean Allotment Association

Bean Allotments

Bean

Author: J. Becket

Date: 08/10/2024

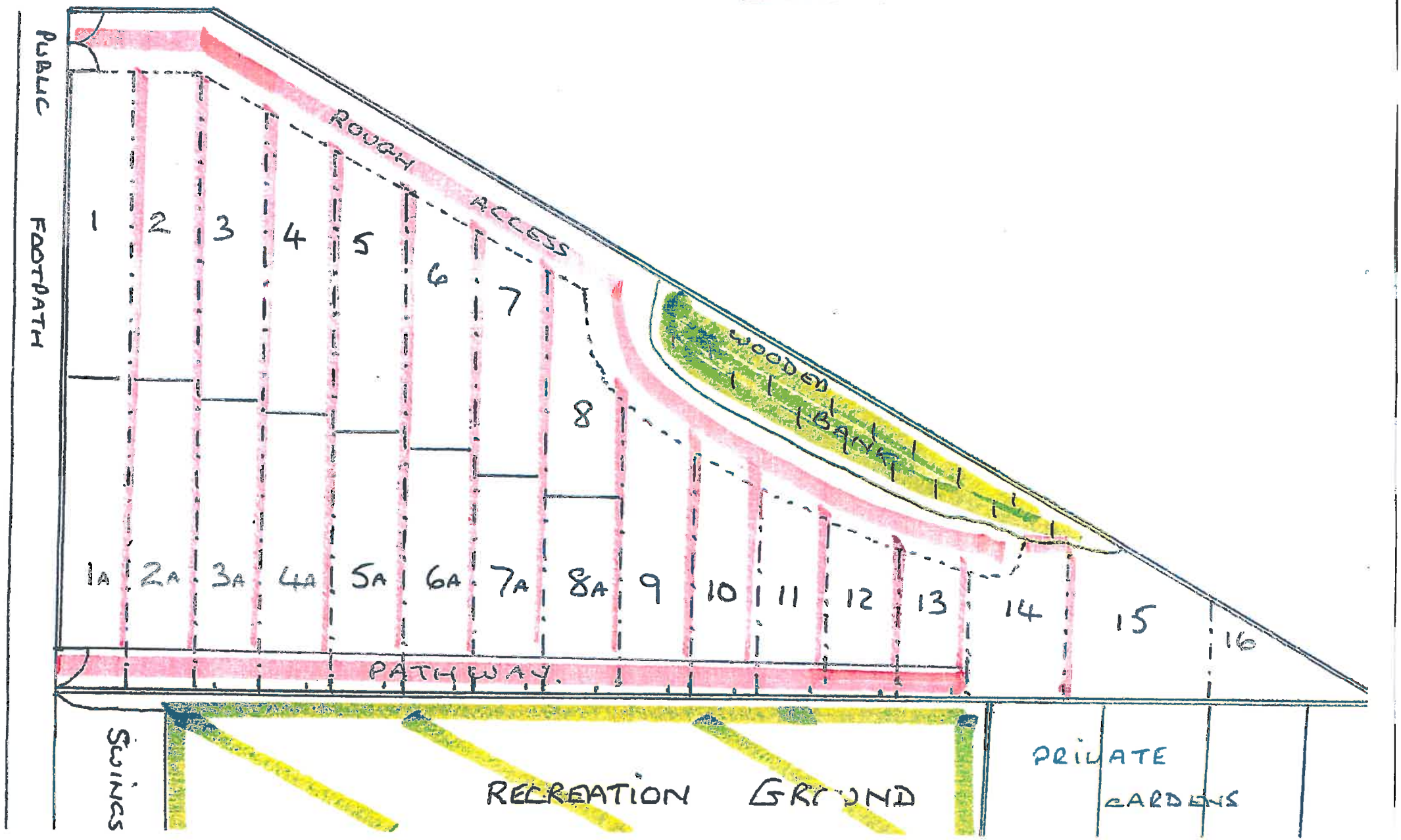
0 10 20 30 40m

Scale: 1:1250

PARISH ONLINE



© Crown copyright and database right. All rights reserved (AC0000853675) 2024. Contains OS data © Crown copyright and database right 2024


PERIMETER FENCE
BOUNDARY OF ACCESS ROAD
ALLOTMENT BOUNDARYS
PUBLIC FOOTPATH
ROUGH ACCESS
WOODEN BARRIER
1
2
3
4
5
6
7
8
1A
2A
3A
4A
5A
6A
7A
8A
9
10
11
12
13
14
15
16
PATHWAY
SWINGS
RECREATION GROUND
PRIVATE GARDENS