



PATCH ALLOTMENTS DEVOLVED MANAGEMENT AGREEMENT

This Agreement is made the 6th day of April 2018

B E T W E E N

(1)

Old Woughton Parish Council

("The Council") and

(2)

the Patch Allotment Association

("The Association")

Now it is agreed as follows:-

1. Interpretation

- 1.1. Words referring to one gender will be read as referring to any other gender and words referring to the singular will be read as referring to the plural and vice versa.
- 1.2. The clause headings do not form part of this Agreement and will not be taken into account in its interpretation.

2. Allotments

- 2.1. This agreement concerns the management of the site known as the Patch Allotments ("The Allotments"), just off the Newport Road in Woughton on the Green, Milton Keynes.
- 2.2. By this agreement the Council devolves the responsibility for the day to day running and maintenance of the site to the Association. In general the Council retains overall responsibility for the site.

3. The Agreement

- 3.1. This agreement will be signed by the Trustees of the Association and the Chair of the Council. The Trustees of the Association have the legal responsibility to ensure that the terms of this agreement are complied with.

PATCH ALLOTMENTS DEVOLVED MANAGEMENT AGREEMENT

- 3.2. The agreement is effective from the date it is signed until such time as it is formally terminated by either party giving six months' notice. Notice must be given in writing by either party to the other, at their last known address. Should the agreement be terminated the balance of any annual grant remaining at the date of termination, along with rent money received in respect of the unexpired period of allotment rent from the date of termination and balance of all the key deposits, will be returned to the Council.
- 3.3. If it is considered by either party that a significant breach of the Management Agreement has occurred, an investigation into the circumstances of the breach will be carried out jointly. If a resolution cannot be found the Management Agreement may be terminated immediately by either party.

4. Objectives

- 4.1. The prime objectives of devolved management are:
 - 4.1.1. A well maintained site of which the tenants and community can be proud.
 - 4.1.2. Create a feeling of wellbeing among the tenants.
 - 4.1.3. To set and operate within a balanced budget to manage the Patch Allotments.
 - 4.1.4. Develop innovative ideas for improvement and long-term sustainability of the Patch Allotments.

5. The Patch Allotments Management Team

- 5.1. A Patch Allotments Management Team (PAMT) will be elected by and from within the Association Committee. The PAMT will have the power to co-opt any person who in their judgement would add appropriate expertise to the PAMT.
- 5.2. The Council will designate councillors as having responsibility for the Patch allotments. It is expected that at least one of these councillors will attend each PAMT meeting. The Council representatives will not have voting rights, but will be able to speak in order to represent the Council's position.

6. Role and responsibilities of the Council

The Council will :-

- 6.1. have overall responsibility for the site, which remains the property of the Council.
- 6.2. be responsible for boundary fencing, underground water pipes, major haulage way works and legal matters concerning the site.
- 6.3. have an Audit of the annual accounts of the Association, carried out by the internal and external auditors engaged by the Council, when the main Council's accounts are audited.
- 6.4. provide appropriate access to the Council Information System for up to three named PAMT members to facilitate plot administration and letter generation.

PATCH ALLOTMENTS DEVOLVED MANAGEMENT AGREEMENT

- 6.5. review and approve the budget and rent levels proposed by the PAMT.
- 6.6. consult with the PAMT on allotment terms and conditions and allotment policies.
- 6.7. provide training in the use of the current Patch database spreadsheet and the Microsoft Word mail merge letter templates.
- 6.8. recognise the administration work required of the PAMT in this agreement and take account of a notional management cost in determining future grant requests from the PAMT for capital projects.

7. Role and responsibilities of the PAMT

The PAMT will :-

- 7.1. have overall responsibility for the day-to-day running of the Patch Allotments site consistent with it being a safe and well-resourced venue for leisure gardening and it providing a pleasant social environment.
- 7.2. maintain and enforce the Tenancy Terms and Conditions and allotment policies, taking into consideration any changes to legislation (e.g. DEFRA poultry regulations), in consultation with the Council.
- 7.3. develop a financial plan in order to set a realistic budget for the financial year April-March by 1 December of the year prior to the commencement of the Council year, for review and comment by the Council..
- 7.4. determine overall rent levels and policy on discount rates, subject to consultation with the Council.
- 7.5. not change the rent discount rate for Old Woughton Parish residents without prior approval by the Council.
- 7.6. be responsible for preparing and distributing the annual rental letters and for collecting the rents. Association membership will be included in the plot rental.
- 7.7. open a separate bank account to hold the key deposits.
- 7.8. carry out regular site inspections, prepare and distribute warning letters as appropriate. If tenancy termination is subsequently considered necessary the tenant will have right of appeal to the Association Appeals Committee.
- 7.9. prepare and let the plots in a manner consistent with the waiting list and waiting list policy. Issue and collect keys.
- 7.10. maintain the toilet, gates, locks, water troughs, stand pipes and taps.
- 7.11. carry out general maintenance of the haulage ways.
- 7.12. keep detailed auditable accounts of all income and expenditure.
- 7.13. pay utility bills.
- 7.14. insure the tearoom, containers and their contents if the Association considers this viable and practical.
- 7.15. provide risk assessments for appropriate situations and make those risk assessments available to tenants and management.

PATCH ALLOTMENTS DEVOLVED MANAGEMENT AGREEMENT

- 7.16. carry out weed control on vacant plots.
- 7.17. consult with the Council before submitting applications for funding to external bodies so that, where appropriate, the Council can support the application.
- 7.18. ensure decisions do not conflict with the Council policies or constitute a breach of the legal responsibilities of the Council or the PAMT.
- 7.19. provide written reports for the Council meetings.

8. Operational Requirements

- 8.1. The Association agrees to abide by the guidelines for local authorities as published by the Information Commissioner's Office.
- 8.2. The Association agrees to follow the guidance outlined in the National Allotment Society published policies.

PATCH ALLOTMENTS DEVOLVED MANAGEMENT AGREEMENT

Executed by the Association by signing by the three trustees :-

Name BRIAN BROOKMAN

Signature BBB

Name MARY JANE MASOR

Signature M. Masor

Name MASHLEY MONICA SHELLEY

Signature M. S. Shelley

In the presence of :-

Name L. BURGESS

Signature [Signature]

Executed by the Council by :-

Name ANDREW HUMPHRIES

Signature A. S. H.

In the presence of :-

Name WILLIAM ROY KENYON

Signature [Signature]