

Dated <Enter date of Management Agreement>

Nottingham City Council

And

The Signatories of the
<Name of Allotment Association>

MANAGEMENT AGREEMENT

For the Operation of
<Name of Allotment Site>

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THIS MANAGEMENT AGREEMENT is made the X day of 20XX between the Council (1) and the Signatories (2)

The Intention

The parties intend that the Signatories shall operate, develop and conserve the Council's allotment site at <Name of allotment site>, in accordance with the arrangements set out in this Agreement and in the Lease.

The Main Details

Throughout this Agreement:-

'the Allotment Site' means: the <Enter size of site in hectares> (approximately) of land and as divided into allotment gardens shown edged red on the Lease plan whose address is <Enter street address>;

'the Association' means: the members of <Enter Name of Association>;

'the Council' means: Nottingham City Council of Loxley House, Station Street, Nottingham NG2 3NG;

'the Lease' means: the Lease of the Allotment Site dated <Enter lease date>;

'the Signatories' means: <Enter names of officers who are entering into the Management Agreement> acting in their capacity as trustees of the Association and the expression includes the persons so called in this document and their successors, whether singular or plural, masculine or feminine, as appropriate. Where the expression includes two or more people their obligations are joint and several;

headings in bold type are for assistance only and do not form part of the document for construction purposes.

The Signatories' Obligations

The Signatories **COVENANT** with the Council that they will use reasonable endeavours, at all times while the Lease is in force, to:-

Maintenance of the Allotment Site

Perform and observe the covenants and the obligations set out in this Agreement including the Schedules in this Agreement;

Deliver the annual output and service targets as agreed between the parties and as updated from time to time by agreement between the parties on an annual basis;

Administration, Management and Letting of Allotment Plots

introduce prospective allotment gardeners as tenants of individual plots on the Allotment Site, and manage the legal and administrative aspects of their tenancies, including (but not limited to) issuing tenancy agreements and notices to cultivate, remedying breaches and/or terminating tenancies;

issue timely invoices to, and collect rents from, the tenants;

ensure that the Association's books, records, minutes and accounts are properly and regularly kept and audited annually, produce them to the Council's Officers upon reasonable demand, and answer fully, promptly and responsively and questions raised by the Council as to the association finances and financial conduct and administration of the Association by the by the association officers, trustees, committee members and members.

ensure that all income generated from the Allotment Site is expended on or invested for the maintenance, administration or improvement of the Allotment Site and/or individual allotment plots (and for the avoidance of doubt, this purpose shall include making rebates to individual tenants where this is permitted by the Association's rules and constitution and has been approved by the Council);

implement and operate a fair and transparent waiting list procedure to be agreed with the Council;

implement and operate an effective procedure for resolving individual tenant's complaints, to be agreed with the Council;

Financial Plan

create and implement a financial plan that will enable the Association to manage its day to day, and longer-term affairs, in a sustainable manner so the Association can adequately review allotment garden rent rates and generate a necessary site income. The financial plan should make provision for the holding of funds for longer term projects associated with allotment management and maintenance, requiring more funds than can normally be raised in a financial year.

Data Protection

observe and perform the requirements of any current Data Protection legislation, and make clear on every tenancy agreement that, for the purpose of allotment administration and management only, names, addresses and other relevant information of tenants may be passed to the Council's Allotments Service from time to time to, for the purpose of allotment management only;

Health, Safety and Hygiene

maintain the Allotment Site and all buildings, plant, vehicles, machinery, equipment, furniture and fittings associated with it (excluding the property and possessions of individual tenants and groups) in good order and repair, using trained and competent personnel and good materials, so as to ensure that they are safe and comply with all relevant legislation and good industry practice;

ensure that the Allotment Site and all working practices there conform to the Health and Safety at Work Act 1974, the Food Act 1984, the Food Safety Act 1990, the Food Hygiene (General)

Regulations 1970, relevant licensing laws, and any other relevant regulations or legislation that may from time to time be in force.

Equality and Diversity

operate the Allotment Site without discrimination against current or prospective allotment tenants on the grounds of age, disability, gender reassignment, marital or civil partnership status, pregnancy and maternity, race (to include colour, nationality, and ethnic or national origins), religious, spiritual or none beliefs, sexual orientation (whether straight, lesbian, gay or bisexual), sex (male or female), or social/economic status, responsibility for dependents and trade union or political activities and, in particular:-

respect the rights, dignity and worth of every person;

comply with all equality and anti-discrimination regulations or legislation that may from time to time be in force;

actively oppose discriminatory behaviour and promote equality of opportunity;

consider the prevention of discriminatory behaviour in the way all policies, rules or guidelines are made and implemented;

not permit threats, intimidation, harassment and abuse on the Allotment Site, and report to the Council any allegation of hate crime immediately;

obtain agreement in writing from any relevant partner organisation, either providing services or operating on the Allotment Site, that they will support and enforce the Signatories' Equality and Diversity obligations, and will provide evidence of such agreement to the Council upon request;

1.1.1. and any other relevant regulations or legislation that may from time to time be in force.

Crime and Security

1.1. notify the Police and the Council (through channels nominated by the Council from time to time) of any problems with antisocial or criminal behaviour occurring on or near the Allotment Site;

co-operate with the Police and the Council and the emergency services in regards to matters of crime and security and where reasonably practicable implement their suggested procedures or design changes in order to improve security;

Fees and Charges

maintain a structure of fees and charges that have been agreed with the council and will notify the Council of any changes.

review the Financial Plan annually and set allotment garden rent rates appropriately, with the agreement of the Council, to perform the requirements of the Lease and Management Agreement.

Rent rates will be set where possible, in advance (at least 12 months. The rates will be calculated as part of a financial plan set by the tenant to achieve the objectives of the Management Agreement and Lease requirements, The financial plan will also take into account any Lease rent payable.

Indemnity and Insurance

indemnify the Council against all claims or damages arising from any breach of the Council's statutory obligation to provide allotments at reasonable charges;

Conservation and Environmental Management

The Association shall develop a policy on how the site could be managed to encourage, where practical wildlife on the site. This is especially the case for sites either being or close to designated wildlife sites. This document shall include provisions as to adequate mitigation procedures are in place for (but not limited to):-

clearance of vegetation;

works to buildings;

works to trees and hedges;

drainage;

Pesticide / insecticide use;

Materials storage (Chemicals / fuels etc); and

Habitat improvement opportunities ;

Liaison with the Council and Review of this Agreement

consult with the Council's nominated representatives as to the operation of the Allotment Site:- informally throughout the year as required.

formally at least once in each year, at which this Agreement may be reviewed and updated;

Monitoring and Information

provide the following information on an annual basis, or at any time upon written request if reasonably required by the Council:-

a copy of the latest accounts (audited, where required);

a report on the development and management of the Allotment Site that has taken place;

a report on the proposed investment programme for the following year;

details of key staff and personnel employed by the Signatories in the current and preceding years;

copies of Press and Marketing materials produced in respect of the Allotment Site;

the numbers of individual allotment plots which are currently let, unlet or unfit to be let;

if such information is provided upon request to pass on to the Council a breakdown by age, gender and ethnicity of allotment tenants;

visitor figures in relation to educational or open/event days held;

the numbers of complaints and appeals received from allotment tenants and details of decisions and resolutions made by the Association.

The Council's Obligations

1. The Council will:-

Training and Support

- 1.1. nominate an officer to liaise with and support the Signatories in providing an effective allotment service;
- 1.2. provide an annual inspection of the allotment site with the Association's elected officers to confirm that the Association is complying with the lease agreement and to identify any assistance that they may require in implementing their responsibilities.
- 1.3. co-ordinate up to two citywide Association meetings annually, to discuss challenges, opportunities and best practice being experienced by allotment Associations within the city.
- 1.4. continue to look for investment in the City's allotment infrastructure, e.g. through Section 106 agreements (Planning funding), other agreements with developers and joint funding applications for maintaining the green spaces within the City.
- 1.5. promote the availability of allotments, the role of the allotment associations in the management and provision of allotments, and the management of functioning waiting lists.
- 1.6. Procure or provide appropriate training for Association representatives to be enable them to carry out their role in a Lawful and responsible manner.

Other Agreements

The parties also agree as follows:-

Relationship of the Parties with the Association

that the Signatories are acting on behalf of the Association, rather than in their personal capacity, and:-

the Signatories will:-

notify the Council forthwith of any resolution to wind up, dissolve, terminate or materially change the character of the Association or materially amend its Constitution;

- 1.1.1. use reasonable endeavours to procure that the Association's members observe and perform the Signatories' agreements contained in this document (so far as is reasonably practicable) as if the Association and its individual members had been parties to it;

and the Council acknowledges that the Signatories' agreements are given as trustees for the Association, and that the Landlord will seek to enforce those agreements only so far as the assets of the Association will permit, without recourse to the Signatories' personal resources;

Assignments

the Signatories may not assign, novate, or otherwise transfer their rights and obligations under this Agreement. No such consent will be required where an assignment arises by operation of the law;

Bribery and Corruption

the Council shall be entitled to cancel this Agreement immediately and to recover from the Signatories the amounts of any loss resulting from such a cancellation if the Signatories (or any person employed by the Signatories or acting on the Signatories' behalf) shall have:-
offered or given to any person any gift or consideration of any kind as an inducement or reward for doing, or forbearing to do, or for having done, or refrained from doing, any action in relation to the obtaining or execution of this Agreement, or any other agreement with the Council; or committed any offence under the Prevention of Corruption Acts 1889 and 1916, or any amendment of them; or
given any fee or reward the receipt of which is an offence under section 117(2) of the Local Government Act 1972;
shall be in material breach of the terms of this Agreement.

Resolution of Disputes

to resolve any dispute or difference between them in connection with or arising out of this Agreement or the performance of any obligation contained herein, whether during the progress of this Agreement or after its completion and whether before or after its cancellation, termination, expiration abandonment or breach, in the following manner:-
to arrange a meeting between representatives of both parties; and
if the dispute or difference remains unresolved, to arrange a further meeting between senior representatives of both parties; but
if the dispute or difference still cannot be satisfactorily resolved, it shall be referred to the Chief Executive of the Council and the Managing Director/Chief Executive/Chair of the Signatories for resolution;

Variations

that any variations or additions in the terms of this Management Agreement must be evidenced in writing and signed by the authorised person of the Council and the Signatories;

Force Majeure

that both parties shall be relieved from their respective obligations in the event of a national emergency, war, prohibitive government regulation, or of any other cause beyond the reasonable control of the parties (including, without limitation, any protracted, extensive or unreasonable delay caused by any act or omission of the other party).

Schedule One – Template for Annual Inspection to Comply with Management Agreement

Site Name				
Date of last AGM				
Waiting list policy in place?	Yes / No Seen by NCC?			
Promotion of site	What work has been undertaken to promote / make available empty plots to new tenants? (e.g. adverts, posters, open days, website)			
Other policies in place?	Data Protection	Equalities	Conservation	
Yes / No				
Seen by NCC?				
Financial plan in place?	Yes / No <i>Specifically:</i> Current rent level: Discounts offered: Total income from rent for previous financial year: £ Costs in previous year – water, other services, site maintenance, other costs: £			
Future maintenance and management.	Any known issues requiring urgent or future 'abnormal' spend?			
Occupation Levels	No. of plots let / unlet: No. of plots currently unlettable:			

Schedule Two – Plan of site:

Plan to include the following features:

- Site boundaries 'T' marks showing responsibility for all boundaries

- Access points (pedestrian and vehicle)

- Water and other utility locations (if known)

- Internal plot boundaries

- Water courses

- Vehicle drives and car parking areas

Schedule Three – General and Specific maintenance operations that should be considered (where relevant) part of ‘normal duties’:

Minor repairs and maintenance are the responsibility of the Association with this list not being exhaustive of general duties.

Minor repairs

Repairs to standpipes, toilets or water services above ground

Repairs to roads (e.g. potholes) or pathways (excluding public footpaths and those for which plot holders are responsible)

Repairs to buildings (e.g. doors, windows, brickwork, rendering, timber panels)

Redecoration of buildings

Minor fencing works, gate repairs

Grounds Maintenance as agreed by the Council

Repairs and maintenance associated with the Association's health and safety obligation

Major works

These will generally be works outside the financial scope or skill of the Association to complete.

Associations may put requests forward to the Council for such works to be carried out (subject to funding). Alternatively, Associations may obtain external funding for such works but should advise the Council at the outset of their intentions.

Associations **choosing** to undertake major works shall ensure that all works are compliant with all building control standards and or relevant regulations. Any external contractors used shall be suitably qualified and works undertaken shall be inspected by relevant authorities.

Examples of major works are :-

Structural

Electrical and gas

Underground leaks or bursts, sewerage blockages

Working at height

Roofing

Major Fencing repairs / replacement

Rubbish removal

Treatments for rat, wasps or other infestations including invasive species. (Knotweed / Hogweed etc)

EMERGENCIES

An event that occurs without warning (e.g. escape of water, backing up of sewerage system, collapse or structural defect in building) should be reported to the Council no later than the first working day after the incident has been discovered.

The Association should take any immediate measures it can to respond to the problem and / or to make the surrounding area safe, such as turning water supplies off cordoning off areas.

Insurance

Any damage caused in the execution of the work carried out by tenants must be rectified at the tenant's expense, so it is recommended that any tenants carrying out works should assess any potential risk and obtain suitable personal accident cover

Contractors

Where contractors are to be appointed, they must belong to a recognised trade federation (e.g. FENSA etc) or be recommended by the Council. Associations will be responsible for appointing contractors, checking for Public Liability insurance, monitoring work quality, ensuring appropriate health and safety measures are followed, rectifying faults, settling invoices, and rectifying any damage caused by the works (or compensation to third parties).

Signed for and on behalf of
Nottingham City Council

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Authorised Signatory

SIGNED as by

.....on

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behalf of the Association

SIGNED as by

.....on

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behalf of the Association