



# Devolved management agreement

A partnership between

Alsager Town Council & Alsager Gardens Association

From  
1 April 2024 to 31 March 2027



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## Parties to the agreement

This agreement is dated .....28/5/.....2024

Devolved management agreement between

### **Alsager Town Council**

3 Lawton Road,

Alsager

ST7 2AE

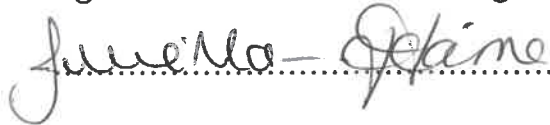
(herein after referred to as the "Council")

and

### **Alsager Gardens Association**

(herein after referred to as the "AGA")

Signed on behalf of the Alsager Town Council

 ..... Date 28/5/24

Signed on behalf of the Alsager Gardens Association

 ..... Date 28/5/24

ALSAGER TOWN COUNCIL  
3 LAWTON ROAD  
ALSAGER  
CHESHIRE  
VIA STOKE-ON-TRENT  
ST7 2FT

## **Conditions**

### **Purpose of this agreement**

The purpose of this agreement is to ensure that Alsagers allotments:

- Are managed effectively and efficiently.
- Actively support the residents of Alsager and wider community (where the opportunity arises).
- Are managed in alignment with Council policies.

### **Scope of agreement**

This agreement covers all allotments for which the Council is the landlord and the AGA actively manage.

### **Duration and reviews**

#### **Duration**

This Agreement shall commence on the 1 April 2024 and conclude on the 31 March 2027.

#### **Reviews**

This agreement will be reviewed annually (typically September) as agreed between the parties. In the absence of any new written amendment, this agreement will continue on a year by year basis until a new agreement is formalised and agreed.

### **Background**

The management and development of the Alsager allotments is a partnership between the Council as providers of a community service and the AGA as users. Any progress or agreement needs complete trust and confidence between the parties involved. It should be remembered that the Council have the ultimate responsibility for the provision of allotments. It should not therefore be a way for the Council to absolve itself of responsibility or for the AGA to feel it can do what it likes.

This agreement entitles the AGA to manage and maintain the Allotment Sites on behalf of the Council and details the responsibilities of each party.

### **Representatives and meetings**

Council: Facilities Manager and Town Clerk

Councillor: Cllr Jane Hearne

AGA: Appointed representative as determined by the AGA.

As a minimum, meetings will be held at six month intervals. This may be more frequent (quarterly) dependant on circumstances.

Ad Hoc meetings may take place between the parties' representatives throughout the year, to discuss matters on allotment sites, at the request of either party. These meetings should be supported by documented records such as minutes or email correspondence.

### Authority of representatives

Subject to the Council's constitution and scheme of delegations, any decision, notice, information or communication given or made by either Party's representative or its nominated representatives shall be deemed to have been given on behalf of the Party by its representative.

### Joint annual inspections

The Council and the AGA shall together carry out an annual health and safety inspection of the allotment sites and agree any areas of risk and mitigating actions.

## Financial arrangements

The AGA shall set and collect the allotment tenancy rents and shall use the collected rent to carry out and pay for the services managed under this agreement.

The AGA shall maintain an account in a reputable UK bank and operate within good financial practices.

The Council will invoice the AGA on an annual basis to an agreed formula as follows:

Values are "illustrative only" to show methodology

Agreed Multiplier £ x Square meter = £ 8,000

|                                     |                |
|-------------------------------------|----------------|
| <b>Less</b> a 50% Management Charge | = £ 4,000      |
|                                     | <u>£ 4,000</u> |

£ 4,000

|                             |   |                |
|-----------------------------|---|----------------|
| <b>Less</b> water allowance | = | <u>£ 1,200</u> |
| 2024/25 charge              |   | £ 2,800        |

2024/25 charge

£ 2,800

Note: A meeting between The Council and The AGA will take place prior to 30 September each year to discuss any proposed change to this formula.

## Application of discounts

In order for these discounts to be applied, the AGA will be required to submit the following:

Written governing document

For small organisations this may be a set of rules or terms of reference.

For larger organisations this must be a formal constitution, memorandum, articles of association or trust deed.

Note: Size of organisation (AGA) to be agreed.

### End of year accounts.

For organisations, whose annual income or expenditure exceeds £25,000 then the full accounts (encompassing income & expenditure plus balance sheet) are required to be independently examined by a suitably qualified professional and submitted as part of the grant submission. The accounts submitted should evidence having been independently examined.

For small organisations whose annual income or expenditure does not exceed £25,000 a financial statement of the annual income and expenditure is required.

### Equality and diversity

A copy of your equality and diversity policy or confirm that you support the values of the Town Council Equality and Diversity Policy.

### Safeguarding policy

Where vulnerable individuals are involved please provide a copy of the Safeguarding Policy appropriate to your organisation.

### Insurance

A copy of your organisations Insurance cover appropriate to the activity.

### Allotment infrastructure

Infrastructure is the fundamental facilities and structures serving the allotment including the services and facilities necessary for its operation and to meet its obligations for accessibility, equality and diversity.

In considering Infrastructure in an allotment design, the design should create an asset for the whole community.

Well-laid hedges in native species can enhance the external view and add to the biodiversity value of a site. A combination of hedges and passive security is unlikely to be enough to protect crops and other property so good-quality fencing is required (palisade fencing is recommended), and gates with solid locks.

There are sound environmental reasons for encouraging access to the allotment on foot or bicycle, but there needs to be vehicle access and parking for the benefit of plot holders with restricted mobility and wheelchair users, as well as to enable deliveries of manure and other essentials.

With exception to permissions prior to this agreement, where rear house fences form part of the boundary fences no access is permitted to the allotment site.

The "Soft" Infrastructure are those facilities or services essential to maintain the quality of life and in support of the Health and Well Being of the Allotment Community and its partners.

## **AGA general obligations**

### **Competency and compliance**

In consideration of the financial arrangement set out in this agreement, the AGA shall manage and maintain the allotment sites and deliver its services to the reasonable standard of a competent allotment site manager.

The AGA will comply with all applicable Legislation for the carrying out the management of the allotment sites and its services. The AGA will also require tenants, employees, servants and agents to comply with all applicable legislation for the conduct and management of the allotment sites.

### **Priority for Alsager residents**

All residents of Alsager will be given priority when allocating allotment plots. Residents of neighbouring areas may be considered by the AGA for an allotment plot if appropriate.

### **Community relations**

The AGA will use all reasonable endeavours to establish and maintain good working relationships with residents, property owners, stakeholders and/or any entity or persons with an easement right or interest in the allotment site and ensure the site maintains a good reputation as a community asset.

The AGA will not undertake any activities which may bring the reputation of the Council into disrepute.

### **Complaints**

The AGA will address and respond in writing to any written community concern or complaint made to it, within a reasonable time and where practical within 5 working days from receipt by the AGA of the concern or complaint.

Where reasonable, the AGA will provide advance notice of any event likely to cause annoyance or nuisance to a third party to that third party.

### **Record keeping**

All relevant allotment records kept by the AGA shall be made available upon request of the Council throughout the duration of this agreement. Appropriate public documents will be available on the AGA website.

Relevant records include (but not limited to):

- Occupancy rates and turnover of tenants
- Tenancy residency (neighbourhoods)
- Standard of allotment care (R/A/G)
- Nr of complaints

The AGA shall keep all information in accordance the current legislation at the time.

Please see APPENDIX A, for six monthly report to Alsager Town Council

### **Health and safety**

The AGA will produce an annual risk assessment for each site covering all tasks and duties applicable to its responsibilities. The risk assessment will be provided to the Council, published on the AGA website and be on display on site noticeboards.

The assessments are to be applicable to all allotment tenants, volunteers, employees and all third parties who may come onto the allotment sites from time to time.

The AGA shall be responsible for external contractors it employs on site and must ensure that the contractor holds all necessary permissions, insurance, qualifications and experience to carry out the work required to a satisfactory standard.

### **Insurance**

The AGA shall take out and maintain throughout the term of this agreement, insurance cover for a minimum of £5,000,000 Employers and £10,000,000 public liability insurance. A copy of the relevant policy will be provided annually to the Council (if requested). A copy of the public liability statement will be posted on each site notice board.

### **Development of the allotments**

The erection of buildings or storage facilities that significantly (greater than 10% of the applicable allotment sites rentable space) reduces the number of allotments will only be erected with the approval of the Council and in accordance with Permitted Development Planning or with Planning Approval.

Future developments will meet the objectives of the Councils Allotment Strategy (as applicable).

## **Council general obligations**

### **Health and safety**

The Council will undertake a joint (with AGA) annual Risk Assessment of each allotment site covering all tasks and duties applicable to its responsibilities, including the access to and roadways of, the allotment sites.

The risk assessment will be provided to the AGA.

The Council will provide the AGA with advance notice of the attendance at any sites.

### **New enquiries**

The Council will provide a link from its Website to the AGA's website and forward all enquiries from prospective tenants direct to the AGA within a reasonable time frame.

### **Council policy and strategy**

The Council will advise the AGA of any policy, strategy or legislative changes that impact on the content of this agreement or the delivery of the Allotment services.

## Specific responsibilities

| Ref  | Activity                                                                                                                                                                                                                                                                         | Responsibility |
|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 1    | <b><u>Access, roads and paths</u></b>                                                                                                                                                                                                                                            |                |
| 1.01 | Large scale replacement of surfaces with in the boundary of the allotment sites.                                                                                                                                                                                                 | ATC            |
| 1.02 | Minor repairs e.g. pot holes, trip hazards and patching work, within the allotment sites..                                                                                                                                                                                       | AGA            |
| 2    | <b><u>Signage</u></b>                                                                                                                                                                                                                                                            |                |
| 2.01 | External (General information)                                                                                                                                                                                                                                                   | ATC            |
| 2.02 | Internal (management)                                                                                                                                                                                                                                                            | AGA            |
| 3    | <b><u>Infrastructure</u></b>                                                                                                                                                                                                                                                     |                |
| 3.01 | Below ground - Substantial structural repair or replacement to the infrastructure of an Allotment Site i.e. water main pipes, large sections of pathway requiring replacement. Take appropriate action as applicable.                                                            | ATC            |
| 3.02 | Above ground – minor repairs to standpipes, pipework                                                                                                                                                                                                                             | AGA            |
| 4    | <b><u>Tenant issues, lettings, plot vacations, standards, complaints</u></b>                                                                                                                                                                                                     |                |
|      | The AGA will carry out all reasonable duties of a managing agent, and shall manage all Allotment Sites and lettings of allotment plots to tenants ensuring that tenants comply with the terms and conditions of the Allotment Tenancy Agreement Terms and Conditions, including: | AGA            |
| 4.01 | Act as the first point of contact for allotment requests                                                                                                                                                                                                                         | AGA            |
| 4.02 | Meet new plot holders and provides plot viewing                                                                                                                                                                                                                                  | AGA            |
| 4.03 | Obtains the completion and signing of the documentation which forms the Tenancy Agreement                                                                                                                                                                                        | AGA            |
| 4.04 | Issue Allotment Rules and Health & Safety Documentation                                                                                                                                                                                                                          | AGA            |
| 4.05 | Issue site key                                                                                                                                                                                                                                                                   | AGA            |
| 4.06 | Registers the Tenant with the National Allotment Society for Individual Insurance purposes and affiliation benefits. <a href="https://www.nsalg.org.uk/join-us/membership/">https://www.nsalg.org.uk/join-us/membership/</a>                                                     | AGA            |

| Ref  | Activity                                                                                                                                                                                                                                                                  | Responsibility |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 4.07 | Act as the first point of contact for the clarification of issues or complaints                                                                                                                                                                                           | AGA            |
| 4.08 | Monitors the cultivation of plots and discusses action with tenant                                                                                                                                                                                                        | AGA            |
| 4.09 | Deals with difficult tenants and possible removal                                                                                                                                                                                                                         | AGA            |
| 4.10 | Issue Termination Notice                                                                                                                                                                                                                                                  | AGA            |
| 4.11 | Deal with applications for shelters, polytunnels, greenhouses and any other request for structures on the sites                                                                                                                                                           | AGA            |
| 4.12 | Ensure plot holders maintain their paths surrounding their plots                                                                                                                                                                                                          | AGA            |
| 4.13 | Tidy vacant plots and removal of rubbish , seek redress from tenant if appropriate                                                                                                                                                                                        | AGA            |
| 4.14 | Organise work parties for large tasks                                                                                                                                                                                                                                     | AGA            |
| 4.15 | Keeps tenant updated                                                                                                                                                                                                                                                      | AGA            |
| 4.16 | Communicate important information to plot holders eg Any temporary site restrictions, Hose pipe bans                                                                                                                                                                      | AGA            |
| 4.17 | Issue Invoices for the annual rent, banking of same and chases up bad debts                                                                                                                                                                                               | AGA            |
| 4.18 | Manage the waiting lists for all Allotment Sites.                                                                                                                                                                                                                         | AGA            |
| 4.19 | The AGA will regularly monitor and shall be responsible for ensuring that all allotment tenants abide by the Allotment Tenancy, Rules, Terms and Conditions and Policies as well as any additional rules reasonably imposed by The AGA from time to time and any updates. | AGA            |
| 4.20 | The AGA will, to assist with the notification of new rules etc, produce and post a notice detailing the change on all notice boards within the Sites and shall direct Tenants to the AGA website where the changes can be found.                                          | AGA            |
| 4.21 | Any formal complaint received by the AGA from a Tenant shall be dealt with via the AGA Committee                                                                                                                                                                          | AGA            |

| Ref  | Activity                                                                                                                                                                                                                                          | Responsibility |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 5    | <b><u>Maintenance of boundary, gates and on-site facilities</u></b>                                                                                                                                                                               |                |
| 5.01 | The provision of water and stand pipes to each allotment site (only ATC installed)                                                                                                                                                                | ATC            |
| 5.02 | The repair and maintenance of all gates                                                                                                                                                                                                           | ATC            |
| 5.03 | The repair and maintenance of Boundary fences within the Allotment Sites.                                                                                                                                                                         | ATC            |
| 5.04 | Matters relating site infrastructure, drainage and hard surfaces.                                                                                                                                                                                 | ATC            |
| 5.05 | Boundaries and Wayleave agreements etc.                                                                                                                                                                                                           | ATC            |
| 5.06 | The payment and management of all water bills with the water statutory provider.                                                                                                                                                                  | AGA            |
| 5.07 | The upkeep of all taps, pipework and troughs above ground and shall attend to any reported leak.                                                                                                                                                  | AGA            |
| 5.08 | The turning on and off the water supply to toilets and water troughs.                                                                                                                                                                             | AGA            |
| 6    | <b><u>Toilets</u></b>                                                                                                                                                                                                                             |                |
| 6.01 | The AGA will provide all consumables for the toilets                                                                                                                                                                                              | AGA            |
| 6.02 | The AGA will arrange for all cleaning of toilets                                                                                                                                                                                                  | AGA            |
| 6.03 | The AGA will arrange any maintenance or repairs as necessary eg Burst pipes etc.                                                                                                                                                                  | AGA            |
| 7.0  | <b><u>Grounds maintenance, boundary hedges and trees</u></b>                                                                                                                                                                                      |                |
| 7.01 | The maintenance of all internal site communal grass pathways and drives including the dividing pathways between plot                                                                                                                              | AGA            |
| 7.02 | The internal tops and faces of hedges and other growth within the Allotment Sites. All such growth will be controlled by the AGA in such a manner as to not cause any impingement upon adjacent path ways or nuisance to neighbouring properties. | AGA            |
| 7.03 | Growth outside of, but adjacent to allotments sites.                                                                                                                                                                                              | ATC            |
| 7.04 | All tree work to dead, dying or dangerous trees on the Allotment boundary or overhanging trees to the allotment site.                                                                                                                             | ATC            |
| 7.05 | The AGA will identify any necessary tree work as part of its annual risk assessment or on going inspections and report this to the Council who will access the Allotments Site or Sites and determine the appropriate course of action.           | AGA            |
|      |                                                                                                                                                                                                                                                   | ATC            |

| Ref   | Activity                                                                                                                                                                                                                                                                                                                                                | Responsibility |
|-------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|
| 8.0   | <b><u>Injurious and invasive species of weeds</u></b>                                                                                                                                                                                                                                                                                                   |                |
| 8.01  | Eradication of any injurious and invasive species on the adjoining external boundary of the allotment sites including land owned by Cheshire East, The Canal and River Trust <a href="https://canalrivertrust.org.uk/">https://canalrivertrust.org.uk/</a> and Network Rail <a href="https://www.networkrail.co.uk/">https://www.networkrail.co.uk/</a> | ATC            |
| 8.02  | Control of all other potentially dangerous and invasive species including Deadly Nightshade, Woody Nightshade, Spear Thistle, Himalayan Balsam and Ragwort within the boundary of the Allotments.                                                                                                                                                       | AGA            |
| 9.0   | <b><u>Removal of routine rubbish</u></b>                                                                                                                                                                                                                                                                                                                |                |
| 9.01  | The AGA is responsible for organising the removal of all rubbish.                                                                                                                                                                                                                                                                                       | AGA            |
| 10.0  | <b><u>Pest control</u></b>                                                                                                                                                                                                                                                                                                                              |                |
| 10.01 | All sites, buildings and containers within the Allotment Sites must be maintained in a vermin free condition.                                                                                                                                                                                                                                           | AGA            |
| 10.02 | Significant pest control treatments at Allotment Sites.                                                                                                                                                                                                                                                                                                 | ATC            |
| 11    | <b><u>Security and replacement of locks and keys</u></b>                                                                                                                                                                                                                                                                                                |                |
| 11.01 | Ensure all buildings and gates are locked and secure at all times when not in use. A Key for access to each site will be provided to the Council including when changes have been made Keys                                                                                                                                                             | AGA            |

## Appendix A

**The AGA to provide Alsager Town Council the following report information every 6 months for the months of March and September.**

Every March and September the following information to be provided to Alsager Town Council:

- For each site:
  - provide the total number of plots
  - advise how many are allocated to Alsager residents and other
  - number of vacant plots
  - number of residents on a waiting list
- Risks and Issues log
- Strategy plan

