ALSAGER TOWN COUNCIL

DATE AGENDA POSTED: WEDNESDAY, 4 NOVEMBER 2026

NAME OF MEETING: ALSAGER TOWN COUNCIL

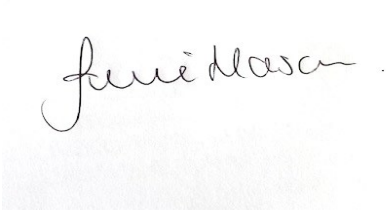
VENUE: ALSAGER CIVIC

DATE OF MEETING: WEDNESDAY, 11 NOVEMBER 2026

TIME OF MEETING: 2.45 P.M

MEMBERS: J Buckley; S Butterfield; R Fletcher; J Hearne; S Helliwell, P M Hubbard; R Kain; D Longhurst; R McCarthy; S Ovenden; M Unett; C Venables; W Whittaker-Large; P Williams and K Bailey-Counsell.

You are hereby summoned to attend a meeting of Alsager Town Council for the purpose of transacting the following business.



AGENDA APPROVED BY MRS J MASON
TOWN CLERK AND RFO

AGENDA – PART 1 OPEN AGENDA

1. **Apologies**

To receive apologies for absence.

2. **Declaration of Interest**

Members are requested to declare both personal and prejudicial interests as early as possible in the meeting.

3. **Public Participation**

An opportunity for residents of Alsager to ask questions about issues in accordance with Standing Order 2 of the Town Council's Standing Orders, this period is limited to 20 minutes.

4. **Alsager Allotments – Draft Operational Agreement**

Further to Min. Ref. ACA26/56 dated 3 November 2026, to approve the following recommendations:-

a) To recommend to Full Council that an Allotment Operational Agreement circulated by the Chair was approved subject to the removal of point 4 Site Co Ordinator's, the removal of the trading hut and the removal of point 10. (Copy to follow).

b) To recommend to Full Council that the Allotment Operational Agreement is signed by the Alsager Garden Association by the 1 December unless the agreement will dissolve.

5. **Town Council Admin Assistant Recruitment**

The Town Council Admin Assistant post has been vacant since 15 October, and in house recruitment has been unsuccessful. The Admin support for the Town Council is currently running at half capacity. Following a verbal update from the Town Clerk to approve £2500 for recruitment fees from the Town Council contingency budget to recruit to the post through a recruitment agency.

6. **Alsager Civic – Coffee Machine**

Further to Min. Ref. ACA26/57 dated 3 November 2026, to approve the following recommendation:-

To recommend to Full Council that £5,400 would be taken from Capital Reserves to purchase a coffee machine for the Civic in FY2026-27.

Alsager Town Council (ATC) and Alsager Gardens Association (AGA)
Commencement: 1 December 2026, provided both parties have signed by that date; otherwise the date of the final signature. Annual review: March.

1. Purpose and scope

This agreement sets out ATC's operational management role and AGA's association and toilet responsibilities at Talke Road, Coronation Avenue, Lawton Road and Cedar Avenue allotments. It does not vary individual tenancies, grant exclusive possession or give either party general authority to bind the other. Applicable law and land rights remain unaffected. The trading hut is subject to separate arrangements between AGA and Cheshire East Council (CEC); those arrangements fall outside this agreement and are not varied by it.

With effect from commencement of this agreement, the parties mutually terminate and supersede the previous allotment Service Level Agreement (SLA), also described as the devolved management agreement, together with its agreed variations, identified in the signature section. The previous SLA ceases to govern the parties' ongoing allotment responsibilities from that date, and this Operational Agreement applies in its place. Rights, liabilities and claims accrued before that date, and any provisions intended to survive termination, remain unaffected unless expressly settled in writing. Each signatory confirms the authority recorded in clause 10.

2. ATC responsibilities

ATC is responsible for waiting lists, plot allocation, tenancies, rents, water charges, deposits, official records, site/plot inspections, formal communications, Council-service complaints and enforcement. Decisions and notices must follow approved delegations, tenancy terms and applicable law, including reasonable-adjustment considerations and the relevant review route.

ATC is responsible for communal site infrastructure and grounds within its lawful control, including boundary fences, site gates and locks, shared paths, drainage, trees/hedges, specialist pest and invasive-plant control, rubbish arrangements and vacant-plot clearance, excluding AGA facilities under clause 3 and individual tenants' duties. Work will be prioritised and undertaken by competent, appropriately insured persons.

ATC manages the site water supply, supplier bills, meters, readings, seasonal shutdowns, shared distribution and standpipes, and coordinates competent water-risk assessment and control measures. ATC maintains the supply to the agreed isolation/connection point serving each AGA facility; AGA maintains the installation downstream within its facilities. The Facilities Manager and AGA will record these points and necessary access before commencement; neither party's statutory duties are removed by this allocation.

3. AGA responsibilities for toilets and association matters

AGA is responsible for operating, managing, cleaning, maintaining, repairing and, where necessary, replacing the allotment toilets, including their buildings, fixtures, internal services and equipment. AGA will fund these duties, provide consumables, manage waste arising from the toilets and arrange safe opening, closure and security. AGA will meet applicable safety, hygiene and accessibility requirements and maintain appropriate insurance.

AGA will arrange competent contractors and safe working practices for its facilities. Alterations affecting land, structures, shared services or Council assets require prior written ATC approval and any other necessary consent. AGA must report any inability to provide a safe facility immediately, close or restrict it where necessary and cooperate with ATC on interim arrangements. This allocation of work does not itself determine or transfer legal ownership.

AGA remains responsible for its constitution, properly authorised governing arrangements, subscriptions, accounts and association activities. It must provide ATC with a current authorised representative and notify changes or inability to fulfil its responsibilities promptly. AGA may not collect Council charges or incur costs for ATC without express written authority.

Working arrangements and financial safeguards

4. Access communication and information

ATC officers and authorised representatives may enter sites and plots for lawful management purposes in accordance with land rights, tenancies and rules. Reasonable operational notice will be given where practicable without preventing urgent or lawful unannounced inspections. AGA will provide ATC with agreed access to toilet isolation points and emergency toilet-facility access. Shared locks/codes must not be changed without maintaining necessary Council access.

The Facilities Manager is ATC's operational contact. Contractual or governance issues escalate to the Town Clerk and AGA's authorised representative. Both parties will communicate respectfully and preserve lawful complaints and statutory-request routes. Personal data will be shared only where necessary and lawful, transferred securely and restricted to authorised users. ATC tenancy records and AGA membership records remain distinct; each party must meet its own data-protection obligations and notify relevant incidents without undue delay.

5. Safety insurance records and review

Each party will assess and manage risks within its responsibilities, maintain appropriate insurance for its activities, personnel, volunteers and assets, and supply evidence before commencement and on renewal. Material insurance lapse/restriction and significant hazards or incidents must be reported immediately. No volunteer may work outside competence or cover. Necessary make-safe action must not be delayed by a dispute; ATC may arrange proportionate temporary controls or closure without assuming permanent responsibility or ownership.

The Facilities Manager will coordinate a shared risk/action log, joint annual inspection and concise March/September updates. ATC supplies official administration and operational information; AGA supplies toilet condition, incidents, association matters relevant to this agreement and delivery capacity. The parties will review the agreement each March. Amendments require written agreement by authorised parties; this agreement does not itself authorise Council expenditure outside approved powers and budgets.

6. Finance and assets

Each party funds its allocated duties and remains responsible for its own contracts, acts and omissions in accordance with law. This agreement creates no automatic Council subsidy, indemnity, personal guarantee or assumption of AGA debts, and excludes no liability which cannot lawfully be excluded. AGA income is separate from Council rent, charges and deposits. Historic refunds and disputed claims must be dealt with separately; no automatic deduction or admission arises here.

The parties will keep an inventory identifying Council property and the legal owners/holders of the toilet facilities, fixtures and equipment covered by this agreement. Ownership, grant restrictions and lawful removal/transfer rights must be respected. Using or maintaining an asset does not alone transfer its title.

7. Termination and handover

Either party may terminate on three months' written notice, or earlier by mutual written agreement with safe continuity arrangements. A material breach must be identified in writing with a reasonable opportunity to remedy; unresolved breach may lead to termination by further written notice. Immediate proportionate safety measures remain available.

Within ten working days of notice, or sooner where risk requires, the parties will appoint exit contacts and agree a handover plan. By exit they will return Council property/keys and securely transfer relevant Council records, risks, works and contractor information. Within twenty working days after exit they will provide final financial reconciliation and lawful data return/deletion or retention arrangements. Disputed sums are recorded separately. Any transfer of contracts or assets requires the necessary authority and consents. Tenant agreements do not end merely because this agreement ends.

8. Loss of officers cessation or dissolution

AGA must notify the Clerk promptly if it lacks a properly authorised governing body, cannot sustain essential duties, proposes dissolution or will cease operating. It must arrange a lawful interim/winding-up contact and begin records, keys and toilet-facilities handover before cessation wherever possible.

ATC will continue its own functions and may arrange safe cover or closure of affected facilities within its powers, without waiting three months to address immediate risks. If AGA cannot lawfully authorise or sustain its role, ATC may terminate by written notice to the proper recipients through the applicable legal/contractual process. Necessary accrued obligations, records, claims and lawful handover provisions survive termination to the extent legally enforceable.

AGA's remaining funds and assets must be dealt with by those legally responsible under its constitution, creditor obligations, grant/donor restrictions and applicable law, including charity law where applicable. They do not automatically transfer to ATC. Any permitted surplus transfer requires valid authority, a separate written transfer agreement and lawful ATC acceptance. ATC does not automatically acquire AGA debts, contracts or property on dissolution.

Formal notices and signatures

9. Disputes and formal notices

Operational disagreements will first be referred to the Facilities Manager and AGA's authorised representative, then to the Clerk and AGA's governing body for recorded resolution. Mediation may be agreed. Urgent safety action, legal deadlines and individual complaint/review rights remain unaffected. English law governs this agreement; the courts of England and Wales have jurisdiction.

Formal notices under this agreement must be in writing and delivered by hand or post to the service addresses below, with delivery evidence retained; notice takes effect on actual delivery. AGA must maintain an authorised recipient and service address and notify changes promptly. Routine correspondence may use agreed email contacts. Tenant notices and service of legal proceedings follow their own applicable requirements.

Contact	**Details**
ATC contractual contact and service address	Town Clerk, Alsager Town Council, 3 Lawton Road, Alsager, Cheshire ST7 2AE
ATC operational contact	Facilities Manager Telephone/email: _____
AGA authorised representative	Full name and position: _____ Telephone/email: _____
AGA service address	_____ _____
AGA interim / deputy contact	Full name and contact: _____
Water interface / toilet access record	Recorded location/reference and date: _____

10. Authority and execution

The signatories confirm that the necessary approvals have been obtained, that they have authority to enter into this agreement in the capacities stated and that any requirements to replace the earlier arrangements have been met. Where AGA is unincorporated, its duly authorised contracting person(s) must be identified below in the legally appropriate capacity; the description "AGA" does not by itself establish separate legal personality. Changes in officers do not automatically substitute contracting persons; any required succession or transfer must be lawfully documented.

For Alsager Town Council

Name: _____ Position: _____

Approval/delegation reference: _____

Signature: _____ Date: _____

For Alsager Gardens Association / its duly authorised contracting person(s)

AGA legal form: _____

Full legal name(s): _____

Capacity and authority/resolution: _____

Signature(s): _____ Date: _____

Previous SLA / devolved management agreement (date/parties/reference):

_____