ALLOTMENT MANAGEMENT AGREEMENT

between

THE BOROUGH COUNCIL OF BOLTON

and

[ALLOTMENT ASSOCIATION NAME]

DRAFT

This agreement is dated 202[6]

PARTIES

(1) **THE BOROUGH COUNCIL OF BOLTON** of Town Hall Bolton BL1 1RU ("**Council**")

(2) [**ALLOTMENT ASSOCIATION NAME**] of [address] ("**Association**")

INTRODUCTION

1. This agreement supersedes all previous agreements or leases and shall be referred to as the agreement throughout.

2. The Association has been duly authorised to enter into this agreement, as is evidenced by the Association's constitution, a copy of which has been provided to the Council prior to entering into this agreement.

3. The Council owns the Site which is divided into plots which are let under Tenancy Agreements for cultivation as allotment gardens.

4. By section 29 of the Small Holdings and Allotments Act 1908 the Council is entitled to appoint allotment stewards.

5. It has been agreed that the Allotments shall be controlled and managed by the Association as agents for the Council on the terms and conditions set out in this agreement.

6. This agreement shall commence on the date stated at the top of it and continue for two (2) years, unless terminated in accordance with the provisions of this agreement.

INTERPRETATION

In this agreement the following words and expressions are to have the following meanings unless the context requires otherwise:

"Allotments" means the allotment gardens on the Site. The term 'Allotment' shall be construed accordingly.

"Allotments Guide" means the guide which can be found on the Council's website by searching under "allotments".

"Allotments Rents" means the rents payable to the Council by Tenants for Allotments.

DRAFT

[“Plan[s]” means the plan[s] annexed to this agreement which is for identification purposes only.]

“Primary Contact” means the person(s) authorised by the Association’s constitution and acting on behalf of the Association as the primary contact for day-to-day communication with the Council as identified in the Primary Contacts clause at the end of this agreement.

“Site” means the Allotment site at [address[es] of site] as shown [edged red] on the Plan[s].

“Tenancy” means the letting of a designated Allotment under a formal Tenancy Agreement between the Council and the Tenant.

“Tenancy Agreement” means the form issued by the Council creating a Tenancy between the Council and the Tenant.

“Tenant” means the person to whom Allotments on the Site have been let.

References to statutory provisions include all subsequent legislation amending, replacing, or relating to them.

References to clauses and sub-clauses are to clauses and sub-clauses of this agreement.

The headings to this agreement are not to affect its construction or interpretation.

ALLOTMENT STEWARD

The Council appoints the Association as the allotment steward for the Site, and the Association agrees to manage the Site on the terms and conditions set out in this agreement.

ASSOCIATION STRUCTURE

To work with the Council, the Association must:

- Have at least 3 members forming the committee which can include a chairperson, vice chairperson, treasurer, or other named position, but must include a secretary as below.
- Include a secretary who will be the main point of contact for the Council and ideally be the Association’s Primary Contact if possible under the Association’s constitution.
- Have a formal constitution reflecting their structure. A copy of which must be provided to the Council.

DRAFT

RENT & OUTGOINGS

1. The Council shall collect all Allotments Rents due and payable in respect of the Allotments on the Site pursuant to the Tenancy Agreements. The Association must not hold or handle any of the Allotments Rents or any other monies in relation to the Allotments or the Sites.

2. The amounts of the Allotments Rents are set by the Council and are set out in the Tenancy Agreement with each Tenant.

3. The Council will be responsible for paying outgoings for utility services supplied to the Site.

4. Allotments Rent is reviewed every year and may change annually. The Council will inform the Tenant of any increase in Allotments Rent in advance. Notification of any Allotments Rent increase will be shown on the annual invoice issued to the Tenant and will be provided at least 12 months prior to the increase taking effect. If any changes to Allotments Rent are required after the annual invoice has been issued to a Tenant, the Council will send separate written notice to the Tenant in accordance with the Tenancy Agreement. Any accidental failure to give notice to an individual Tenant will not invalidate the Tenant's Allotments Rent increase.

ALLOTMENT LETTING

1. The Council will manage the letting of Allotments on the Site on the basis of such Tenancy Agreements as the Council issues.

2. The Council will issue each new Tenant with a Tenancy Agreement and the Association shall ensure that the Tenancy Agreement is signed within 28 days of it being issued to the Tenant and the signed Tenancy Agreement promptly returned to the Council for its records. A Tenancy Agreement must also be completed for a change of Allotment or where the designation of an Allotment changes and the Association shall assist the Council in arranging a Tenancy Agreement in such cases.

3. Tenants are not permitted access to the Site or to use or carry out any work to any Allotment until the Council has received their signed Tenancy Agreement and formally contacted the Tenant to acknowledge its acceptance. Access to the Site by the Tenant is only to be authorised once the Council has confirmed it is satisfied that all documentation has been properly completed and returned to the Council. If required the Association shall make enquiries to the Tenants where Tenancy Agreements have not been returned to the Council.

4. The Association does not have authority to approve or facilitate any Tenant moving from one Allotment to another. Approval must be sought from the Council. Any Allotment move carried out without the Council's written approval may be treated as a breach of this agreement and the Tenant's Tenancy Agreement.

DRAFT

USE

1. The Site shall be used for the purposes of allotments only, including the production of vegetables, fruit crops, and flowers for the Tenant's personal use only.

2. The Association shall not use the Site for any illegal or immoral use.

3. The Association must ensure compliance with the conditions of the Allotments Guide in relation to fires and burning on the Allotments and at the Site. Open fires and the burning of household waste, plastics, rubber, treated timber, construction materials, or any other prohibited waste are strictly prohibited. A suitable means of extinguishing the fire, including water supply, sand, or other firefighting equipment must be readily available and permitted fires must be supervised at all times and fully extinguished before leaving the Allotments and the Site.

4. The use of tyres is strictly prohibited on the Site.

5. The Association shall not do anything on the Site which may increase the risk of fire, and no flammable substances are permitted except small amounts to be stored safely with clear signage marking them as highly flammable.

6. The Association shall not use or permit the use of any hazardous, toxic, or contaminated waste or items on the Site. The Association shall also not permit any such waste or items to be brought onto the Site.

7. The Association shall not do anything to or on the Site which invalidates or may invalidate any insurance effected by the Council in respect of the Site.

8. The Association shall not permit any trespass on the Site.

9. The Association shall not obstruct any public road, footpath, right of way, or any means of access to the Site.

10. The Association shall not permit any vehicles onto the Site beyond the designated parking areas without the Council's prior written consent.

11. The Association shall not cut, lop, fell, or remove any trees or hedges from the Site without the prior written consent of the Council.

12. The Association shall not use the Site in connection with any business or commercial use without the prior written consent of the Council, save that the Association is permitted to hold fairs or shows at the Site to sell produce grown at the Site by Tenants, provided that the proceeds from any such sales are used for projects related to the use of the Site, improvements, or the ongoing maintenance of the Site by the Association.

13. Any funds generated by the Association through fundraising activities, donations, or events, must be held in a dedicated bank account in the Association's name. The Association must maintain financial records, showing income and

DRAFT

expenditure, and will provide an annual summary of accounts to the Council upon request.

14. The Association must comply with the conditions of the Allotments Guide in relation to erecting, enlarging, or replacing any structure at the Site.

15. The Association may not remove any mineral, gravel, sand, earth, or clay from the Site without the prior written consent of the Council.

16. The Association may not display any personal or commercial advertising at the Site without the prior written consent of the Council.

17. The Association shall ensure that all hedges, trees, and shrubs are duly pruned so that they do not over grow the boundary of the Site.

18. The Association shall deal with Stage 1 / BOT1 of the Enforcement Process as set out in the Allotments Guide. The Association shall provide the Council with a copy of any informal improvement notice served on a Tenant pursuant to Stage 1. The Association will notify the Council whether the issue remains or has been resolved at the end of the 28 days following the service of the improvement notice on the Tenant. Stages 2 and 3 of the enforcement process are dealt with solely by the Council.

THE COUNCIL'S RESPONSIBILITIES

The Council or its appointed agents or contractors will:

1. Register all applications for Allotments. All applications must be made via the Council's website, any made directly to the Site will not be accepted.

2. Maintain the waiting list for Allotments and provide updated copies to the Association twice per year.

3. Issue Tenancy Agreements.

4. Keep an up-to-date register of each of the Tenants at the Site and a record of all Allotments Rents paid by each Tenant.

5. Issue and enforce notices served under section 146 of the Law of Property Act 1925 relating to breaches of the Tenancy Agreements. Stages 2 and 3 of the enforcement process are dealt with solely by the Council.

6. Carry out maintenance, which otherwise might have a health and safety implication, of the Site infrastructure, including roadways, replacing padlocks on gates, and mains water supply to standpipes the amenity building on the Site and sewers.

DRAFT

7. Maintain the structure of any amenity building and toilets on the Site which have been provided by the Council.

8. Maintain the woodland planting belt and trees which are not on individual Allotments.

9. Arrange for the water supplies to any amenity building, toilets, and standpipes to be switched on, on or about 1st April each year and switched off, on or about 30th September each year.

10. To review and respond to any requests from Tenants or the Association in a timely manner and to deal with any complaints as set out below in the "COMPLAINTS" clause of this agreement.

11. Consider the outcome of any risk assessment carried out by the Association and action any issues which need to be addressed by the Council.

12. Personal information must be managed in accordance with the UK General Data Protection Regulation (UK GDPR) and any subsequent amendments.

13. Provide a Privacy Notice in relation to allotments which will be available via the Council's website.

THE ASSOCIATION'S RESPONSIBILITIES

The Association will:

1. Manage the Site for the benefit of the Tenants.

2. Carry out agreed and identified site maintenance works which are not the responsibility of the Tenants under their Tenancy Agreements, including cutting the grass on communal areas of the Site, weed control along footpaths, roads, and verges.

3. Keep the Site and, at the end of the agreement, leave the Site clean, tidy, and clear of rubbish, and shall keep and leave it in clean and good repair, order, and condition, and free from obstruction.

4. Ensure that Tenants are complying with the requirements of their Tenancy Agreements to keep a minimum of 75% of their Allotments properly cultivated, well fertilised, free from weeds and noxious plans, and that all hedges and boundaries of the Allotments are kept to the appropriate height and clear from weeds, brambles, and any other invasive or self-seeding vegetation.

5. Via their Primary Contact, advise the Council of any complaints or issues raised by Tenants within 5 working days of receipt of the complaint and shall follow the procedure for dealing with complaints as set out in this agreement.

DRAFT

6. Submit monthly returns to the Council on the last day of each month (Monday-Friday) or the closest day to it.

7. Take all reasonable steps to safeguard the health and safety of Tenants and visitors to the Site.

8. Report any significant safety hazards to the Council's Primary Contact immediately.

9. Report any accidents or near misses at the Site to the Council's Primary Contact within 24 hours of the accident or near miss occurring.

10. Exercise a duty of care to everyone entering and using the Site, including visitors, trespassers, and Tenants.

11. Carry out a risk assessment in relation to the Site at least once annually between the months of March and September in each year to identify any potential health and safety issues of non-compliance with the Tenancy Agreements. Such risk assessment is to be carried out by at least two members of the Association and the outcome of the risk assessment should be recorded and a copy sent to the Council for consideration and action where necessary.

12. Carry out an inspection of the Site once a month between the months of March and September in each year to identify any issues of non-compliance with the Tenancy Agreements. Such inspection is to be carried out by at least two members of the Association.

13. Where an issue of non-compliance with the Tenancy Agreements has been identified, in the first instance advise the relevant Tenant of the breach and request that the issue be resolved within 28 days. Such notification should be recorded on an inspection report. If after the 28 days the breach has not been resolved, the Association will take photographic evidence and notify the Council of the breach so that it may consider issuing a formal improvement notice on the Tenant.

14. Report any emergency action required on the part of the Council, such as urgent repairs to buildings or infrastructure, to the Council immediately.

15. Identify when Allotments become vacant and notify the Council of the same.

16. Using the waiting list supplied by the Council, contact potential tenants and arrange for a site visit.

17. Oversee the Tenant's 12-month probationary period.

18. Contact the Council regarding any potential tenants. The Council will issue a Tenancy Agreement to the potential tenant for signing and completion. The Association should ensure that the potential tenant completes the relevant documentation for the Tenancy Agreement and that a copy of it is sent to the Council once signed. If the Tenancy Agreement is not signed and returned to the

DRAFT

Council within 28 days of being issued to the potential tenant, the Association should identify an alternative potential tenant.

19. If the Association considers that the potential tenant has not satisfactorily completed the probationary period, the Association should take photographic evidence of the Allotment and submit this to the Council setting out the reasons why the Association considers the probationary period to have been unsuccessful. The Council will consider the information and proceed to terminate the Tenancy Agreement where appropriate.

20. Advise the Council monthly of the outcome of any contact made with potential tenants on the waiting list and any actions taken. This can be done via the monthly report form.

21. Send all day-to-day communication to the Council via email using the details for the Primary Contact given below in this agreement. Day-to-day communication includes details relating to the following:

    a) Any plots in breach of the Tenancy Agreements.

    b) Any plots which have been given up or vacated.

    c) Persons on the waiting list who have been contacted for site visits and their responses.

    d) Persons to be offered Tenancy Agreements.

    e) Updates on the waiting list including whether individuals wish to take up an Allotment, defer an offer for an Allotment and go to the bottom of the waiting list, or wish to be removed from the waiting list.

    f) Information relating to agreed proposals for structures and livestock, and any recommendations for refusal.

22. Inform the Council of any requests by a Tenant to erect or build any buildings, walls, or structures, fences, or gates on any Allotments. Any such structures, erections, or buildings may only be erected, enlarged, or replaced in accordance with the Allotments Guide.

23. Any personal data or information which the Association holds in relation to this agreement, any Tenancy Agreement, the Allotments, the Site, and any Tenants must be managed in accordance with the UK General Data Protection Regulation (UK GDPR) and any subsequent amendments.

24. Where any activities at the Site involve children, young people, or vulnerable adults, the Association shall ensure that safeguarding measures are in place and that all members and volunteers adhere to the Council's Safeguarding Policy.

DRAFT

25. The Association shall promote environmentally responsible practices including composting, water conservation, and the use of peat-free materials, and will support the Council's biodiversity objectives where practical to do so.

TEMPORARY COVER FOR ILLNESS OR PERSONAL CIRCUMSTANCES

Tenants who are unable to maintain their Allotment due to illness, injury, or other personal circumstances may appoint a temporary helper for up to 6 months. The Tenant shall notify the Council in advance in writing of their intention to appoint a temporary helper and, if possible to do so, give an indication of how long they expect the temporary helper to maintain the Allotment for.

A reasonable amount of time will be allowed for such circumstances in which a temporary helper maintains the Allotment, however, the Council reserves the right to take action to terminate a tenancy agreement should the Association notify the Council that the Allotment has not been kept properly cultivated or become seriously overgrown for an extended period of time.

The temporary helper must keep the Allotment tidy and properly cultivated, and the Association shall ensure that the temporary helper is complying with such cultivation requirements. The helper will not gain any tenancy rights to the Allotment.

All Allotments are let by the Council only and Tenants cannot give, bequeath, or sub-let their Allotment to anyone else, including family members, save as is permitted by their Tenancy Agreements.

The Tenant shall notify the Association once the temporary helper is no longer required and the Tenant resumes maintenance of their Allotment. The Association shall then notify the Council that the temporary helper is no longer helping at the Allotment.

Only one period of temporary cover for illness or incapacity is permitted in a two-year period and must be agreed in advance by the Council. This arrangement is intended to be short-term and does not grant any tenancy rights or future entitlement to the Allotment by the temporary helper.

Where there are joint tenants managing the Allotment and one of the Tenants is unable to maintain their Allotment due to illness, injury, or other personal circumstances, then the other joint tenant is to take responsibility for the Allotment until the other tenant returns.

The Association shall notify the Council of any ongoing, regular, or unauthorised third-party involvement at the Allotment as this may be treated as breach of a Tenancy Agreement.

TERMINATION

DRAFT

1. Either party may terminate this agreement by giving at least 6 months' written notice to the other party at any time. Such notice is not to be given earlier than 12 months after the commencement of this agreement.

2. The Council may terminate this agreement at any time without prior notice if:

    a) The Association is in material breach of its obligations under this agreement and fails to remedy that breach within 14 days of a notice from the Council specifying the breach and requiring its remedy; or

    b) The Association commits a non-material breach of the agreement and fails to remedy that breach within 60 days of a notice from the Council specifying the breach and requiring its remedy; or

    c) The Council deems that the Association is no longer operating in the best interests of the Site and its wider community; or

    d) The Association is deemed to cause abuse, harassment, or violence towards any tenants, officers, or the public. For the avoidance of doubt such abuse, harassment, or violence is considered to include any means of communication, including, but not limited to, verbal, written, or the use of social media, or via a third party; or

    e) The Association ceases to exist.

3. If any of the circumstances set out at point 2 of this termination clause above, then all land and buildings and permanent structures shall revert to the Council.

4. The Council reserves the right to terminate any Tenancy Agreements at the Site.

ASSIGNMENT

The Association shall not assign, sublet, charge, or part with possession of the whole or any part of the Site without the prior written consent of the Council, including any shed / locker / greenhouse on the Site.

The Association will not assign or transfer this agreement to anyone else without the prior written consent of the Council.

INDEMNITY AND INSURANCE

The Association shall indemnify the Council and keep the Council indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages, and losses suffered or incurred by the Council arising out of or in connection with:

a) The use of the Site by the Association;

DRAFT

b) Any breach of obligations by the Association under this agreement; or

c) Any act or omission by the Association or any other person on the Site with the Association's actual or implied authority.

The Association shall, at its own expense, obtain and maintain public liability insurance with a reputable insurer with a limit of indemnity of not less than £10,000,000 (ten million pounds) in relation to any one claim or series of claims.

Alternatively, the Association will be officially recognised as an approved volunteer organisation working in partnership with the Council if registered at Bolton Green Umbrella - Volunteer & community groups who look after the environment in Bolton. As an approved organisation, the Association will be eligible to be included under the Council's "Bolton Green Umbrella" for public liability insurance when carrying out agreed volunteer activities on Council-managed land. If the Association registers with Bolton Green Umbrella and is thereby included for public liability insurance, the Association does not need to obtain its own public liability insurance as above.

The policy shall cover the Association and its members against all liabilities, claims, demands, and costs arising from or in connection with the Association's management of the Site under this agreement, including, but not limited to, personal injury, death, loss or damage to property or any other loss.

COMPENSATION

The Council will not be liable to pay compensation to the Association for termination of this agreement by the Council, whether given with notice or without notice, nor for any expenses incurred as a result of said termination.

The Association shall not do anything whereby compensation may be payable to a Tenant.

NOTICES

Notices given by either party to the Primary Contacts identified in this agreement shall be deemed to have been validly served.

Notices may be served by email to allotments@bolton.gov.uk

CONSENT

When asked to give consent by the Association in relation to this agreement, the Council may give such consent unconditionally but may also give consent subject to reasonable conditions as determined by the Council. The Council may also refuse any such request for consent where the Council considers it reasonable to do so.

DRAFT

The Council will properly consider any request the Association makes for written consent and will set out any reasons for refusal or giving consent subject to conditions.

CCTV

The use of any CCTV surveillance is strictly prohibited at all allotment sites. Any unauthorised use of CCTV surveillance will not be tolerated, and the Council reserves the right to request that the use of any CCTV surveillance cease immediately.

If the Council's request to cease the use of CCTV surveillance is not complied with then the Council reserves the right to remove the equipment itself. The Council also reserves the right to request that any member of the Association found to be using CCTV surveillance be refused any further entry to the Site and their membership as part of the Association be terminated with immediate effect. Any unauthorised CCTV surveillance may also risk this agreement being terminated with immediate effect.

BEHAVIOUR

Bolton Council believes that allotment sites should be welcoming and inclusive spaces for all members of the community and that every individual, whether a plot holder, society or Association committee member, or Council staff or employee is treated with dignity, respect and fairness at all times,

The Association and its members should act respectfully at all times and respect the plots and property of other users of the Site. In particular the Association should avoid actions that could be considered to be disruptive, a nuisance, or annoying to Tenants and users of the Site.

Anti-social behaviour is not tolerated at all allotment sites and for the avoidance of doubt this includes, but is not limited to:

- Threats, intimidation, or bullying
- Verbal abuse or harassment
- Theft or damage to property or the Allotment
- Unreasonable demands or harassment

Any threatening or anti-social behaviour should be reported to the police and to the Council.

Bolton Council reserves the right to request that any member of the Association found to be demonstrating any anti-social behaviour be refused any further entry to the Site and their membership as part of the Association be terminated with immediate effect. Any anti-social behaviour may also risk this agreement being terminated with immediate effect.

Bolton Council has a zero tolerance policy towards Council officers, site stewards, and Tenants / plot holders and users of the Site with regards to:

DRAFT

- abusive or aggressive behaviour including personal abuse and verbal or written insults, whether in person, by email, or any other forms of communication including social media or via a third party;
- racism, including racial discrimination, slurs, or any behaviour that marginalises individuals or groups based on race or ethnicity;
- bullying or threatening language, harassment, including repeated unwanted behaviour, intimidation or coercion;
- alarm or distress caused by aggressive or inappropriate actions towards others;
- discrimination on the basis of gender, sexuality, religion, disability, age, or any other protected characteristic under the Equality Act 2010

Such behaviour may be dealt with by immediate termination of this management agreement and the Council reserves the right to request that any members of the Association be refused any further entry to the Site and their membership as part of the Association be terminated with immediate effect.

COMPLAINTS

The Association has a responsibility to ensure that Tenants observe the conditions of their Tenancy, this includes dealing with complaints, and, where it arises, harassment. As above, the Association has a responsibility to notify the Council of any complaints received by any Tenants. Such notification should be sent to the Council's Primary Contact and should give details of any action or investigations taken in respect thereof and provide any evidence in relation thereto.

The Association is required to carry out an investigation of any complaints or disputes involving Tenants. The Association shall make a recommendation based on its investigation and shall submit its recommendation together with any relevant evidence to the Council's Primary Contact. The Association's recommendation will not be binding on the Council.

The Council will review the Association's recommendation and will provide its decision to either uphold the Association's recommendation, or where it does not agree with the Association's recommendation, provide a written explanation of why the recommendation is not upheld. The Council will adhere to its Complaints Procedure when reviewing any such complaints.

The Council will make the final decision in respect of any disputes and complaints involving Tenants of which it is notified by the Association as above, provided that the Association has carried out its obligations under this agreement. Where necessary, the Council may take the decision to engage the assistance of professional mediators or arbitrators who are to be appointed by the Council and who may advise or mediate in such matters.

The Council will notify the Association of its decision in writing and the Association will notify the relevant Tenants of the outcome of the complaint or dispute.

DRAFT

The Council will not have any involvement with any disagreements or complaints between members of the Association or in relation to the governance or running of the Association. Such disagreements or complaints should be dealt with by the Association through its own complaints procedure.

If a dispute arises between a tenant and the Association, or a member of the Association, the matter must be immediately referred to the Council. The Association should not investigation such complaints or disputes themselves.

The Council's Complaints Policy can be reviewed on the Council's website.

CHANGES TO ASSOCIATION MEMBERS

The Association shall notify the Council's Primary Contact as soon as reasonably practicable, and in any event within 10 working days, to any and all changes in the positions of management within the Association or the Association's Primary Contact, including, but not limited to, treasurer, chair, and secretary.

The Association shall provide the Council's Primary Contact with contact details for any new members of the Association in management positions or the Association's Primary Contact, including, but not limited to, treasurer, chair, and secretary.

PRIMARY CONTACTS

The Primary Contact for the Council shall be:

Designated Officers of the Department of Place by contacting allotments@bolton.gov.uk

The Primary Contact for the Association shall be:

[CONTACT DETAILS INCLUDING EMAIL ADDRESS & PHONE NUMBER]

The Association's Primary Contact being authorised to act on behalf of the Association under the Association's constitution.

All day-to-day communications should be sent to and from the Primary Contacts for each party as identified above.

All formal communication from the Council will be with the Association's secretary only, and not with any chairperson or other member of the Association.

This agreement has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

DRAFT

Executed as a deed by
[Jon Dyson, Director of Place]

.....

Executed as a deed by
[name of authorised person and position within the Association i.e. Treasurer / Secretary / Chairperson]
on behalf of **[Association]**

.....

In the presence of a witness:

.....
Witness Signature

.....
Witness Name

.....

.....

.....

Witness Address

DRAFT