**St Nicholas Allotment Management Agreement**

This Agreement is made the \*\* day of Month 2023

BETWEEN

1. Faversham Town Council of Town Hall, 12 Market Place Faversham Kent ME13 7AE (“The Council”) and
2. Chairperson: *name and address* Secretary: *name and address* and Treasurer: *name and address* ; all care of St Nicholas Allotment Group (SNAG) being the officers for the time being of the Management Group as defined in this agreement (“the Management Group”) which expression shall, where the context so admits, include the Management Group in whom the benefits and obligations of this Agreement are vested for the time being who are the Management Group of the St Nicholas Allotment Group (“The Association”).

Now it is agreed as follows:

1. **Interpretation**
	1. Words referring to one gender will be read as referring to any other gender and words referring to the singular will be read as referring to the plural and vice versa.
	2. The clause headings do not form part of this Agreement and will not be taken into account in its interpretation.
2. **Management Group**
	1. The Association jointly agree and each of them severally agrees with the Council that they will:
		1. appoint in accordance with this Agreement a Management Group of not less than three persons (including a secretary) to be responsible to the Council for the conduct and affairs of the Allotment Site;
		2. provide the Council with the names and addresses of all Management Group members and notify the Council immediately of any change of membership of the Management Group;
3. **Allotment Site**

The Council appoints the Management Group, subject to the Council’s rights, duties and obligations in respect thereof, to manage and supervise the operation of land at St Nicholas Allotments, Faversham, Kent registered at H.M. Land Registry under Title No. K933283 (“the Allotment Site”) an area of 0.81 acres as shown on the Land Registry Title Plan – as annotated to show boundary of allotment site, and shown in Schedule 1.

1. **Duration of Management**

The Management Group will supervise and manage the Allotment Site for a term of 5 years from 1st April 2023 determinable as hereinafter provided.

1. **Use**
	1. The Management Group agrees with the Council that they will use best endeavours to ensure that:
		1. the Allotment Site is used only as allotment gardens for private horticultural purposes and not for the purpose of any trade or business (trade or business shall be deemed to include for the use of land as a market garden) except in the distribution of seeds, fertilisers, tools etc by the Association to its members;
		2. any building on the Allotment Site is used only by members of the Association and their guests in connection with their use of the allotments as permitted by their Allotment Tenancy Agreements and shall not permit the making of any alteration or addition to the building except with the previous consent in writing of the Council;
		3. the Allotment site is clean, free from weeds and well manured and otherwise maintained in a proper state of cultivation and fertility and in good condition, and any pathway or track included in or abutting on the allotments must be kept reasonably free from weeds. [This does not imply responsibility for maintaining the public footpaths, external to the perimeter, at either end of the site].
2. **Management Group’s Obligations**
	1. The Management Group and the Association jointly agree and each of them severally agrees with the Council that they will:
		1. only let the allotment plots within the Allotment Site to individual tenants (who must be members of the Association by virtue of signing an Allotment Tenancy Agreement) in accordance with the Allotment Tenancy Agreement (Attached as Schedule 2);
		2. supervise and manage the Allotment Site in accordance with this Agreement and the Allotment Tenancy Agreement;
		3. be responsible for the day to day running of the Allotment Site
		4. keep an up-to-date register of the names and addresses of the tenants, which register shall contain a record of the rent payments made by the tenants and shall be available for inspection by the Council or officer of the Council at any time on request;
		5. by the 31 March in each year deliver to the Council details of the numbers of vacant plots;
		6. make available for inspection by each allotment tenant a copy of this Allotment Management Agreement;
		7. shall let the individual allotment plots to members of the Association in accordance with the Master waiting list held by Faversham Town Council for that purpose; and ensure that vacant plot(s) shall be offered in order of date of application on the Master waiting list. If requested to do so to provide the Council with full details of the tenancies;
		8. not offer more than one full allotment plot to an existing tenant for so long as there are applicants on the Master waiting list held by Faversham Town Council referred to in Clause 6.1.7 above;
		9. not without the Council’s prior consent in writing build or construct nor cause or permit any building, shed or greenhouse to be erected on the Allotment Site whose dimensions exceed 1.8m x 1.8m;
		10. keep the Allotment Site and any building, shed or greenhouse, in the ownership of the Association, insured in the joint names of the parties *[ie: St Nicholas Allotment Management Group]* with an insurance company of repute and to keep it insured to its full value in respect of fire and other perils and to insure against all third party liabilities with a minimum limit of indemnity for any one incident of £5,000,000 including but not limited to damage or injury to other persons, to the property of the Council and against all other eventualities third party or otherwise arising from the exercise of this Agreement; and
		11. whenever required to produce evidence to the Council of the terms of the policy and payment of the premium;
		12. subject to 7.1.1, keep all fences, hedges, boundary features and gates along the boundaries of the Allotment Site in good repair;
		13. prevent any new footpaths or other encroachments or easements from being made in or acquired over any part of the Allotment Site and must take all reasonable steps to prevent trespass on the Allotment Site;
		14. undertake a risk assessment, in association with the Council\*, relating to hazards associated with the Allotment Site and their management on an annual basis and provide a copy of each such assessment to the Council; *[\*ie: accompany Council representatives when they carry out a risk assessment]*
		15. not permit any timber or other trees upon the Allotment Site to be cut or pruned and not permit any mineral gravel sand earth or clay to be taken away or carried away without the written consent of the Council provided always that this clause shall not apply to fruit trees grown by tenants;
		16. not cause or permit any nuisance or annoyance to the tenant of any other allotment;
		17. not cause or permit any obstruction or encroachment on any path or roadway set out by the Council for the use of the tenants of the allotment plots, or on any other allotments of the Council;
		18. allow a tenant the right of appeal to Faversham Town Council following any dispute with the Management Group.
3. **Town Council’s Obligations**
	1. The Town Council agrees that they will:
		1. Retain ownership and responsibility for the perimeter fence as erected in June 2019.
		2. Retain ownership and responsibility for the metal storage container as erected in August 2019.
		3. Indemnify the Management Group and Association of responsibility for bills, charges and liabilities in respect of the period prior to the commencement of this Agreement.
		4. undertake a risk assessment, in association with the Management Group, relating to hazards associated with the Allotment Site and their management on an annual basis and provide a copy of each such assessment to the Association;
4. **Legal Obligations**
	1. The Management Group and the Association shall observe and comply fully with all enactments affecting the Allotment Site, as guided by the Council . *[ie: The Council’s legal obligations within The Allotment Act 1950 and related legislation]*
5. **Entry onto the Site**
	1. Any duly authorised officer or agent of the Council shall be entitled at any time to enter and inspect the Allotment Site and Management Group’s and the Association’s records and shall inform the Management Group and the Association of the results of the inspection upon request.
6. **Termination of Agreement**
	1. This Agreement may be terminated:

		1. by either the Council or the Management Group giving at least 12 months’ notice in writing expiring on or before 25th March or on or after 29th September in any year, or
		2. By re-entry by the Council at any time after giving 3 month’s previous notice in writing to the Management Group on account of the land being required

			1. for any purpose (not being the use of the same for agriculture) for which the land was acquired by the Council or has been appropriated under any statutory provision, or
			2. for building, mining or any other industrial purposes or for roads or sewers necessary in connection with any of these purposes, or
		3. By re-entry by the Council at any time after giving one month’s previous notice in writing to the Management Group and/or the Association

			1. if the Management Group and/or the Association has breached any of the conditions contained herein.
7. **Notices**
	1. Notices given by the Council

Any notice required to be given by the Council to the Management Group and/or the Association may be given by sending by registered post or by recorded delivery service a written notice and addressed to any one of the Management Group or to the Association by affixing the same in some conspicuous manner to the Allotment Site.

* 1. Notice given by the Management Group

Any notice required to be given by the Management Group to the Council shall by sufficiently given if signed by any three officers and sent by a prepaid registered post letter to the Council.

**Executed by the Council by**

**In the presence of**

**Executed by the Management Group on behalf of the Association by signing by two Members of the Management Group**

**In the presence of**