

This Management Agreement is made on the

BETWEEN

(1) Faversham Town Council of 12 Marketplace, Faversham, Kent ME13 7AE

("The Council")

(2) The Chair and Secretary for the time being of Stonebridge Allotment Society, all care of Stonebridge Allotment Society, being the members for the time being of the Management Group as defined in this Agreement ("the Management Group") who are the Committee of Management of the Stonebridge Allotment Society

("The Society").

Now it is agreed as follows:

1. Interpretation

1.1 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.

1.2 The clause headings do not form part of this Agreement and will not be taken into account in its interpretation.

2. Management Group

2.1 The Society appoints the Management Group and that they will:

2.1.1 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;

2.1.2 provide the Council with the names and addresses of all Management Group members and notify the Council within twenty-eight (28) days of any change of membership of the Management Group;

2.1.3 notify the Council in writing within twenty-eight (28) days of:

(a) any change to the Chair, Secretary, Treasurer or other principal officers of the Society;

5.1.2 any building on the Allotment Site is used only by members of the Society and their guests in connection with their use of the allotments as permitted by their letting 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;

5.1.3 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.

6. Management Group's Obligations

6.1 The Management Group agrees with the Council that they will:

6.1.1 only let the allotment plots within the Allotment Site to individual tenants (who must be members of the Society) in accordance with the Allotment Tenancy Agreement (Attached as Schedule 1);

6.1.2 supervise and manage the Allotment Site in accordance with this Agreement and the Allotment Tenancy Agreement;

6.1.3 be responsible for the day-to-day running of the Allotment Site and assist the Council in the administration of allotment lettings and inspections;

6.1.4 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;

6.1.5 by 31 March in each year deliver to the Council details of the numbers of vacant plots and any significant issues affecting the operation of the Allotment Site;

- 6.1.11 ensure compliance with the environmental management provisions contained within the Allotment Tenancy Agreement and shall not permit the use of prohibited synthetic pesticides, herbicides, fungicides, insecticides or chemical weedkillers on the Allotment Site.
- 6.1.12 pay for the security and maintenance of the internal fabric of any building, shed or greenhouse in the ownership of the Society, the cost of all heat and light provided for the building (if any) and keep the building in a clean and tidy condition at all times;
- 6.1.13 keep the Allotment Site and any building, in the ownership of the Society insured in the joint names of the parties 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
- 6.1.14 when required to produce evidence to the Council of the terms of the policy and payment of the premium;
- 6.1.15 keep all fences, hedges, boundary features and gates along the boundaries of the Allotment Site in good repair, subject to Paragraph 7;
- 6.1.16 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.
- 6.1.17 undertake a risk assessment, in association with the Council, relating to hazards associated with the Allotment Site and their management

6.1.21 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 any other allotments of the Council;

6.1.22 allow a tenant the right of appeal to Faversham Town Council following any dispute with the Management Group.

7. Town Council's Obligations

Section 7.1, 7.1.1, 7.1.2: is only for Stonebridge Allotment.

7.1 The Town Council agrees that they will:

7.1.1 uphold responsibility for the listed blast wall, adjacent to Brent Hill and Flood Lane, including the gates;

7.1.2 ensure the brick shed building under its own insurance policy;

7.1.3 maintain the boundary trees which fall within the Town Council's Tree Policy

7.1.4 Share responsibility for the bridges via matched funding;

7.1.5 The Council acknowledges that members of the Management Group act in a voluntary capacity. The Council shall not seek to hold individual members personally liable for actions undertaken in good faith in the proper execution of their duties under this Agreement, except in cases of fraud, wilful misconduct or gross negligence.

8. Legal Obligations

8.1 The Management Group and the Society shall observe and comply fully with all Acts affecting the Allotment Site.

9. Entry onto the Site

9.1 Any duly authorised officer or agent of the Council shall be entitled at any time to enter upon prior appointment (save in cases of emergency) and inspect the Allotment Site and Management Group's and the Society's

Any notice required to be given by the Council to the Management Group and/or the Society 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 Society by affixing the same in some conspicuous manner to the Allotment Site.

11.2 Notice given by the Management Group

Any notice required to be given by the Management Group to the Council shall be sufficiently given if signed by any three members 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 Society by signing by two

Members of the Management Group

In the presence of