

Heads of Agreement
Between
Hungerford Town Council
And
Hungerford Allotment Holders Association
for the Management of
Fairfields and Marsh Lane Allotment Sites

Commencement date: June 2010

1 Intent of this Agreement

The intention of this Agreement is to allow Fairfields and Marsh Lane allotment sites to be managed by the Hungerford Allotment Holders Association (HAHA) on behalf of Hungerford Town Council (HTC) to the mutual benefit of both parties and in compliance with the terms of the Lease dated _____ and made between Frank Clothier (1) Donnington Homes Ltd HTC (2) and HTC (3) (the Lease)

Nothing in this Agreement should be interpreted as:

- a) Placing HAHA in a privileged position in relation to requests for financial support from HTC;
- b) Authorising HAHA to act as agents for HTC in relation to any matter other than the management of the two allotment sites at Fairfields and Marsh Lane.
- c) Authorising HAHA to speak to the land owners of the two allotment sites, or their agents, on HTC's behalf.

2 Obligations on HAHA

HAHA will:

- a) Manage the sites so as to encourage compliance with the terms of the Allotment Rental Agreement signed by each allotment holder.
- b) Develop the sites in accordance with a documented management strategy that reflects the reasonable aspirations of all allotment holders, regardless of whether or not they are members of HAHA.
- c) Will not commit works to either allotment sites without the authority of the Town Clerk which may be in breach of the Lease or instruct works where the financial liability may be placed before HTC.
- d) Ensure that all decisions regarding both sites have the majority support of the HAHA committee.
- e) Administer waiting lists, plot registers, budgets and breaches of Rental Agreement terms using controlled processes.

- f) Not remunerate any of its officers. However payment of reasonable, validated out of pocket expenses directly incurred in fulfilling their duties to HAHA will be permissible.

3 Obligations on HTC

HTC will:

- a) In liaison with HAHA, enforce compliance with the terms of the Allotment Rental Agreement.
- b) Provide constructive support to HAHA in recognition of the role that it plays in enabling HTC to fulfil its obligations under the various Allotment Acts at reduced cost to the Ratepayer.
- c) Respect HAHA's role as site managers. In particular, so as to ensure the efficient use of resources, HTC will not itself undertake (or instruct others to undertake) any work or action to the allotments sites without a HTC committee decision and written agreement with HAHA.

4 Site Management

4.1 Plot Allocation, Monitoring and Promotion

HAHA will:

- a) Divide the allotment land into plots, each with a unique reference number.
- b) Keep a register of allotment plots which contains:
 - i. Plot number and size;
 - ii. Dated allocated and given up;
 - iii. Name and contact details of allotment holder.
- c) Allocate plots to those who are over 18 years of age and who reside in the Parish of Hungerford, to educational and organising groups within the Parish. Those who wish a plot and are outside the Parish may apply to HAHA for a plot and HAHA would recommend to HTC acceptance if plots are vacant.
- d) Allocate plots fairly by giving priority to those who have been longest on the waiting list and who do not already have an allotment.
- e) Where there are two or more applicants of equal priority, the issue will be decided by drawing lots.
- f) Keep a waiting list of those who wish to become allotment holders, with name, contact details and date of application.
- g) When the waiting list is empty, promote the availability of allotment plots within Hungerford and its immediate environs, with the aim of maintaining a minimum of 95% active occupancy.

4.2 Physical Asset Management

HAHA will keep a register of the physical assets that make up the sites, which identifies ownership and maintenance responsibilities. Where HAHA is the maintainer, the register will identify:

- a) Any legal obligations specific to the assets.
- b) Maintenance and renewal activities and frequencies;

- c) Budgetary costs.

HAHA will maintain the assets against this register and report any significant exceptions to HTC.

5 Risk Management

To manage risks on the sites HAHA will:

- a) Secure the sites using padlocks.
- b) Take out Public and Products Liability insurance (£5m indemnity) and Employer's Liability Insurance (£10m indemnity).

To manage financial risks HAHA will:

- a) Establish annual budgets with expenditure monitored by commitment against budget.
- b) Ensure that investment decisions are agreed and noted at Committee meetings.
- c) Require two approved signatories before a HAHA cheque can be valid.

6 Communications and Management Strategy

HAHA will:

- a) Meet with HTC representatives once a month (or at another, mutually agreed frequency) to allow both parties to report against the terms of this Heads of Agreement.
- b) Establish a HAHA website as a central point for contact details and information about HAHA and its managed sites for the general public.
- c) Establish a HAHA web forum providing more specific information for HAHA site allotment holders. Also a moderated discussion forum, contributed by HAHA members, available to view by the general public,
- d) Publish a HAHA news letter.
- e) Publish Guidance Notes to support compliance by Allotment holders with their Allotment Rental Agreements.
- f) Encourage membership of HAHA through a variety of activities, including the provision of access to discounted plants, seeds and materials.
- g) Encourage and facilitate communications between the HAHA Committee and all allotment holders so as to identify reasonable aspirations for site developments that can be incorporated into a management strategy for each site.

7 Financial Arrangements

HAHA will:

- a) Be responsible for collecting the rent (£12 per pole) from Marsh Lane allotment holders from May 2010.
- b) Be responsible for collection of rent (£12 per pole) from Fairfields allotment holders from April 1st 2011.
- c) Be responsible for collection of rent (£12 per pole) from Fairfields allotment holders who are new to Fairfields after April 1st 2010.
- d) Bank all monies collected in the official HAHA bank account.

- e) Be responsible for paying HTC the yearly rent for Marsh Lane of £1080 by May 31st, in advance, for the duration of the Lease.
- f) Additionally pay HTC £200 for the first year and for £300 for each of the subsequent three years. This money (otherwise known as a "Sinking Fund") will be held by HTC in a marked allotment account for the clearing of the site on expiration of the lease, or other allotment contingencies that HAAHA is unable to fund.
- g) Be responsible for paying HTC the yearly rent for Fairfields of £1 by May 31st, in advance, for the duration of the lease.
- h) Be responsible for the management of the allotment holder income minus the appropriate Rent and Sinking Funds for Allotment Management activities. This will include but is not limited to: legal fees, insurance cover, repayment of loans supporting the grants, additional allotment maintenance activities at both Marsh Lane and Fairfields sites such as lawn mowers, grass seeds for paths, water butts.
- i) Be a non-profit making organisation. All excess income will be reinvested for the upkeep and well being of the allotment site and allotment holders.
- j) Keep proper auditable accounts for the sites and will update HTC on a monthly basis for the first 6 months then every ¼ thereafter, or as otherwise mutually agreed with HTC.
- k) On termination of this Heads of Agreement by either party, or on the disbanding on HAAHA, hand all assets and surplus funds back to HTC.
- l) Supplement income from rental fees by actively seeking grants or other funds that may be available, which may include requests to HTC to purchase high capital items for the allotment.
- m) Ensure that its Constitution aligns with its obligations under this Heads of Agreement.

8 Annual Review

The provisions of this Agreement will be reviewed by the parties on (whether before or as soon as practicable after) each anniversary of the Commencement Date in order to enable the parties to discuss and assess their effectiveness during the preceding year as the basis for the parties' relationship with each other both generally and with particular reference to any problems or issues that have arisen. To such extent as may be agreed to be necessary such provisions may then be amended with effect from the date of each such review, provided that any such amendments shall be recorded in writing in the form of a Memorandum of Agreement (or otherwise as the parties may agree), signed by duly authorised representatives of the parties and lodged with or attached to this Agreement for future reference.

9 Termination of this Heads of Agreement

9.1 This Heads of Agreement can be terminated by either party by giving one month's prior notice of termination to the other party in writing expiring at any time.

9.2 Each of the parties shall also be entitled to determine this Agreement forthwith on giving notice of termination in writing to the other party in the event of any substantial breach of the terms of this Agreement on the part of the other party.

9.3 Provided that any such decision to terminate this Agreement by either of the parties shall be taken at a properly-convened General or Extraordinary Meeting of such party, with the decision thereafter being properly recorded in the Minutes of such meeting and properly notified to the other party in writing.

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9.4 Following any such termination the parties will then co-operate with each other in ensuring that the two allotment sites will be handed back to HTC in such state and condition as is consistent with the provisions of this Agreement and with any adverse impact on allotment holders being kept to a minimum

Signed for HAHA


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Chris Tout (Chairman)

Dated 3-6-2010

Signed for HTC

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Cllr Anthony Buckwell (Mayor)

Dated


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Helen Armstrong (Treasurer)

Dated... 03.06.10

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Jennie Collins (Town Clerk)

Dated