

Local Management Agreement

The Association (appropriate Local Association) agrees to act on behalf of the London Borough of Ealing (the Council) in the management and maintenance of (specified) Allotments, as follows:

The Association will hold an annual general meeting open to all tenants to elect a chair, treasurer and secretary to act on behalf of the Association for the following year. Additional officers may be elected as deemed appropriate. The officers shall appoint a person to be the named contact for enquiries about the allotments, and shall make this known to the Council so that details may be published on the Council's website and elsewhere.

The Association agrees to maintain a waiting list of prospective tenants, arranged by date of enquiry, for the purpose of letting allotments.

The Association agrees to let plots as they become vacant and suitable for letting, using the Council's standard letting form and presenting new tenants with the Council's rules. Rent will be charged at the price advertised by the Council. As described in clause 6 below, the Association may levy an additional premium in support of its administration and aims. The Association will, from time to time and at least annually, provide the Council with a list of tenants and their addresses.

The Association agrees to carry out at least two inspections of the site annually to identify any tenants who are not currently managing and maintaining their plot and paths in accordance with the rules. If a tenant is identified as failing to maintain their allotments or is doing something that is contrary to the Council's Allotment Tenancy Agreement, the Association will write to the tenant informing him or her of the problem and giving 28 days for improvements to be carried out. A further inspection of a plot so identified will be carried out after the 28 days have elapsed, to determine whether sufficient improvement or change has been made. Where this is not so and no valid reason is offered, the Association agrees to write again terminating the tenancy on behalf of the Council in accordance with Clause 25 'Termination' of the Council's Allotment Tenancy Agreement (for clarity, illness of the tenant or a family member for whom they are caring is a valid reason to allow a season of non-cultivation; an extended holiday or work commitments are not valid reasons).

The Association agrees to advertise the arrangements for the collection of rent, and to collect rent annually on behalf of the Council. In accordance with the various Allotments Acts, tenants shall have 40 days from 1st October to pay their rent as requested by the Association, and shall forfeit their tenancy if they fail to pay within this time. The Association shall have discretion to extend this period for late payers, but not to extend it beyond 31st December. The rent shall be as set by the Council, including any discounts offered, but may include an additional charge of either a fixed amount per plot or tenancy, or a percentage of rent, as agreed at an AGM of the Association, to be retained in its entirety by the Association so long as this amount does not exceed 10% of the Council's rent or £10 per annum (whichever is greater) in any instance.

The Association agrees to present the Council with a list of tenancies detailing the name and address of each tenant and the plot(s) rented, and the amount paid, including any amounts paid on commencement of a new tenancy. The Council agrees that the Association may retain a sum equal to 15% of the rent collected; this retained sum shall be used for the purpose of promoting and maintaining the allotments and the allotment community. The balance shall be remitted to the Council not later than 1st February annually.

The Association agrees to inspect the infrastructure of the site to ensure that fencing, gates, paths and water supplies are undamaged and suitable to their purpose. The Association further agrees to carry out minor maintenance as identified by such inspections, to include: small scale fence repairs such as wiring up a breached chainlink fence; simple plumbing repairs such as an overflowing tank or dripping tap; oiling padlocks from time to time; organising tenants to carry out repairs to main pathways as may be required; and arranging for the removal of accumulations of rubbish (for which

the Council will continue to provide covering letters declaring the material as not being commercial waste).

The Council agrees to undertake any major repairs to fencing (such as when an entire panel of fencing must be replaced) and gates; and to the water supply (such as when it becomes necessary to dig extensively and search for a leak, or for any leak that cannot be repaired simply using household and garden tools, or the supply requires replacement).

The Council agrees to inspect any tree on the allotment site and, on request, and to make such tree safe by pruning or other means as found necessary by the Council's arboricultural service.

The Association agrees to maintain any hedges, ditches, main pathways and other communal features of the allotment in accordance with Allotment Tenancy Agreement Clause 8, 'Communal Areas'.

This agreement shall remain in force until one or other party gives notice to the other. The Period of Notice given by the Council to the Association shall not be less than three years. The Period of Notice given by the Association to the Council shall not be less than one year.