

DATED 1st April 2020

THE COUNTY COUNCIL OF THE
CITY AND COUNTY OF CARDIFF

and

PONTCANNA PERMANENT ALLOTMENTS ASSOCIATION

LOCAL MANAGEMENT AGREEMENT

of land at Pontcanna Permanent Allotments, Off Western Avenue,
Llandaff, Cardiff CF5 2AY

County Solicitor
County Hall
Atlantic Wharf
CARDIFF CF10 4UW

REF:

A N AGREEMENT made the 1st day of April 2020

BETWEEN (1) THE COUNTY COUNCIL OF THE CITY AND COUNTY OF CARDIFF of County Hall Atlantic Wharf Cardiff CF10 4UW (“the Council”) and (2) Jenny Howell of 18 Victoria Park Road West, Canton, CARDIFF CF5 1EZ and Wendy Gunter of 118 Brunswick Street, Canton, CARDIFF CF5 1LN as representatives for and on behalf of Pontcanna Permanent Allotment Association (“the Tenant Association”)

WHEREBY

1. The Council agrees to let and the Tenant Association agrees to take for a term of 3 years from and including the date of this Agreement and thereafter from year and year until terminated pursuant to this Agreement all that area of land shown on the plan annexed hereto and therein edged red situate Pontcanna Permanent Allotments, Cardiff (“the Allotments”)

2. The Tenant Association agrees with the Council as follows:-

2.1 The Allotments shall not be used for the purpose of any trade or business except the distribution of seeds fertilisers tools etc by the Tenant Association to its members

2.2 The Allotments shall be kept free from weeds and well manured and otherwise maintained in a proper state of

cultivation and fertility and in good condition, and all access ways included therein or abutting thereon shall be kept reasonably free from weeds, other than pathways between plots which remain the responsibility of the adjoining plotheholders

2.3 No nuisance or annoyance shall be caused or permitted to the occupier of any other land belonging to the Council and no obstruction or encroachment shall be caused or permitted on any path or roadway set out by the Council for the use of the occupiers of the Allotments

2.4 No timber or other trees (excluding fruit trees on individual plots) upon the Allotments shall be cut or pruned and no mineral gravel sand earth or clay shall be taken or carried away therefrom without the consent of the Council

2.5 The Tenant Association shall be responsible for the day to day running of the Allotments and shall let the individual plots to potential allotment holders and shall let any vacant plot in date order from the waiting list supplied on request from the Council

2.6 The Tenant Association shall not allow any buildings or structures to be erected on the Allotments without the prior written consent of the Council

2.7 The Tenant Association has provided the Council with a copy of its Constitution which has been approved by the Council and shall provide proposed updates if the Constitution is proposed to be amended at any time during the agreement period

2.8 The Tenant Association shall hold an annual general meeting during the agreement period and shall notify the Council of the date of the meeting

2.9 The Tenant Association shall prepare annual accounts following approval at the Tenant Association's AGM and a copy shall be provided to the Council within one month of the AGM. The Tenant Association's accounts shall be available for inspection by any officer of the Council at any time reasonably agreeable to both parties

2.10 The Tenant Association shall submit all grant applications for external funding to the Council before sending any application to the funding body

2.11 Within the agreement there shall be an opportunity every year for a quorum of the Tenant Association to decide to withdraw from the Agreement. If this is decided, the Tenant Association must inform the Council in writing within 2 months of the end of each year. A quorum shall be a minimum of five members or a majority of those attending the Tenant Association's AGM

2.12 It is the Tenant Association's responsibility to ensure that they have sufficient funds to cover all costs incurred throughout the period to which the agreement relates

2.13 At the winding up of this agreement the proportion of rental income for the remainder of the agreement period remaining at the date of winding up is to be returned to the Council at the expiration of three months from the winding up date

2.14 The Council may carry out an investigation of any breach of the Tenant Association's responsibilities listed in the body of this Agreement or in Schedule 1 or in Schedule 3

3. The Tenant Association further agrees with the Council to observe and perform the obligations set out in the First Schedule and the Third Schedule to this Agreement

4. The Council agrees with the Tenant Association:-

4.1 To observe and perform the obligations set out in the Second Schedule and the Fourth Schedule to this Agreement

4.2 To pay to the Tenant Association during the continuation of the agreement 48% of the previous year's rental income ("the grant") in one single payment on the First day of May in each year and the Tenant Association will be required to provide details of the Tenant Association's bank account into which the payment will be made provided that the grant shall be used for the provision of those items listed in this agreement. The grant sum shall be used during the term of this Agreement

5. Any officer or agent of the Council shall be entitled at any time when so directed by the Council to enter and inspect the Allotments or carry out any works as instructed by the Council

6. This Agreement may be determined:

6.1 By either the Council or the Tenant Association giving to the other twelve months' notice in writing expiring on or before 31 March in any year

6.2 By re-entry by the Council at any time after giving three months previous notice in writing to the Tenant Association on account of the land being required:

6.2.1 for any purpose (not being the use of the same for agriculture) for which they have been appropriated under any statutory provision or

6.2.2 for building mining or any other industrial purpose or for roads or sewers necessary in connection with any of these purposes

6.3 By re-entry by the Council at any time after giving one month's previous notice in writing to the Tenant Association:

6.3.1 if it appears to the Council that the Tenant Association or any one or more of its members not less than three months after the commencement of the Agreement have not materially observed the conditions contained therein

6.3.2 The Council reserves the right to call for the Tenant Association repay any balance of any rent received from the Council in the Tenant Associations

grant account at the time of termination of this Agreement.

7. Any notice required to be given by the Council to the Tenant Association may be given by sending by registered post or by the recorded delivery service a written notice by the County Solicitor of the Council or other authorised officer of the Council for the time being to the site secretary of the Tenant Association or by affixing the same in some conspicuous manner on any one of the allotments comprised in the Agreement and any notice required to be given by the Tenant Association to the Council shall be sufficiently given if signed by the Secretary of the Tenant Association and sent by pre-paid post letter to the County Solicitor of the Council

SCHEDULE 1

Tenant Association's Obligations (all sites)

The Tenant Association shall be responsible for the following:-

1. Communal buildings / stores / sheds / greenhouses

The Tenant Association are responsible for any additional communal buildings / stores / sheds / greenhouses or other such buildings that they wish to install on the Allotments. Any such installations will be subject to the Council's prior written approval and any applicable statutory permissions that apply.

2. Insurance

2.1 The Tenant Association are responsible for insuring all buildings/structures (**shown magenta on the plan**) and any equipment owned/provided/purchased by the Tenant Association.

2.2 The Tenant Association will be responsible for obtaining its own public liability insurance with a minimum limit of indemnity of £5 million to cover its activities.

2.3 Allotment tenants are responsible for insuring their own property.

3. Service Information

It is the responsibility of the Tenant Association to request from the Council information in respect of mains services (water gas power cable and others) prior to the commencement of any works to be undertaken by the Tenant Association for which the Tenant Association will have already received prior written consent from the Council for the implementation of the works. No works will be permitted until such service information has been provided and any further investigations arising from this information to identify locations of services have been undertaken.

4. Risk Assessments

Prior to commencement of any works on the Allotments the Tenant Association are to carry out a Risk Assessment and put in place the necessary insurance to cover the works to be carried out. Copies of Risk Assessments/Insurance cover must be provided to the Council prior to the commencement of any works on the Allotments

5. Tenant Association Fees

The collection of the Tenant Association annual membership fees will be the responsibility of the Tenant Association [if appropriate]

6. Letting of Plots

When vacant plots are let the Tenant Association nominated representative shall be responsible for completing the new tenancy agreement form(s) and forwarding to the Council within 7 days

7. Keys and key deposits

The issue of the Allotments gate keys and collection, banking and return of key deposit payments from new tenants will be the responsibility of the Tenant Association.

8. Removal of rubbish other than fly tipped or hazardous waste

The Tenant Association shall ensure all plotheolders are aware of their responsibilities to remove and dispose of rubbish appropriately. Any waste other than hazardous or fly tipped waste will be the responsibility of the Tenant association for removal. Fly tipped or hazardous waste should be reported immediately to the Council for removal.

9. Water supply

9.1 Where a mains water supply is provided to sites, the Tenant Association shall take steps to ensure that water use is limited to essential watering only and shall report to the Council any interference with the supply by plot holders.

9.2 Where stop cocks are accessible, the Tenant Association shall be responsible for turning off the supply at the start of the winter when requested by the Council's representative, and turning supplies back on in the spring.

9.3 Tenant Associations shall encourage all plot holders to take action to collect rainwater for watering purposes to reduce overall water consumption.

10. Non cultivation

The Tenant association shall inform the Council of any non-cultivation of plots.

11. Sale of surplus produce

Any additional income/profit generated by the Tenant Association via sales of plants/produce/sundries is to be reinvested into Tenant Association funds

SCHEDULE 2

Council's Obligations (all sites)

The Council shall be responsible for the following:-

1. Insurance

All Council structures will be insured on the Council's property insurance (**shown blue on the plan**). All Council equipment will be insured by the Council

2. Service information

The Council will provide service information for any works for which it has given prior written consent for the Tenant Association to carry out.

3. Collection of Rents

The Council shall collect the rents payable by each allotment tenant of the allotment plots forming the Allotments

4. Rent Collections Venues

The Council shall designate the venues where rents may be collected

5. Amount of Rents

The amount of the rent payable by each allotment tenant shall be set by the Council and reviewed annually

6. Register of Allotment Tenants

The Council will maintain an up-to-date register of the names and addresses of the allotment tenants of the Allotments including a record of the rent payments made by the allotment tenants. The register of the Allotments shall be available for inspection by the Tenant Association at times agreeable to both parties

7. Waiting List

The Council shall keep a record of all prospective tenants and shall distribute the waiting list to the Tenant Association on request

8. Notices

The Council reserves to itself the right to terminate any of the allotment tenancies by notice to quit and also the right to exercise the powers of re-entry and all other powers and remedies conferred upon it by the Allotment Acts 1908 to 1950

9. Finance and repairs

Subject to finance being available to allotment works and in line with the Site Audits carried out for the Allotments the Council will maintain/repair the following:-

- 9.1 Repairs to Council property following acts of vandalism
- 9.2 Spraying/treatment of pernicious weeds on the Allotments in consultation with Tenant Association as appropriate
- 9.3 Maintenance of trees (excluding fruit trees on allotment plots) on the Allotments in respect of safety implications
- 9.4 Removal of fly tipped materials and/or hazardous waste on the Allotments following report from Tenant Association

SCHEDULE 3

Tenant Association's Obligations (Locally managed sites)

The Tenant Association shall be responsible for the following:-

1. Water Supply

Where a mains water supply is provided, the Council will confirm the water meter serial number and Tenant Association will provide water meter readings to the Council on a monthly basis the first reading to be provided on commencement of this agreement

2. Additional stand pipes and troughs

Supply and installation of additional water troughs and/or standpipes subject to prior written Council approval of proposals and connection to main supply.

3. Regular maintenance of water troughs

Minor repairs/maintenance of water troughs including cleaning out and repair of minor water leaks (not underground pipe work)

4. Grounds maintenance

Hedge cutting, grass cutting and strimming of uncultivated areas throughout the allotment site.

5. Unsurfaced pathways

Maintenance of all unsurfaced access routes on the Allotments with the exception of pathways between individual allotment plots which shall remain the responsibility of the allotment tenant(s)

6. Keys, locks and hinges

6.1 Lubrication of all entrance gate locks and hinges

6.2 Maintenance of all Allotments gate locks and provision of keys to fit same. Locks on Brick cubicles and Chalets where applicable remain the responsibility of the allotment tenant

7. Weed suppression on vacant plots

The Tenant association will be responsible for keeping vacant plots weed free until let.

8. Approval of Structures on Plots

The Tenant Association shall be responsible for the approval of buildings or structures erected on the Allotment plots for the purposes of allotment gardening, within the parameters set by the approved Guidance for the erection of Structures on Allotment Sites. Any buildings or structures erected on the site that do not conform to the guidance shall be removed at no expense to the Council.

10. Plot Inspections and Issue of Notices

The Tenant Association shall undertake site inspections and issue non cultivation notices in line with the timetable indicated within the Allotment Acts 1908 to 1950 and provide details of all notices issued to the Council. Any required follow up inspections for issue of termination notices shall be notified to the Council within statutory timescales.

SCHEDULE 4

Council's Obligations (Locally managed sites)

The Council shall be responsible for the following:-

1. Water supply

The Council shall be responsible for payment of all water invoices in respect of the Allotments

2. Maintenance and repairs

Subject to available funding the Council will maintain / repair the following (indicated on plan):

- 2.1 Council owned boundary fencing
- 2.2 Made-up service roads
- 2.3 Council owned buildings / structures
- 2.4 Water supply infrastructure

3. Provision of replacement locks

Provision of replacement locks for Allotments gates and an appropriate number of keys to fit such locks when Allotments gate lock suffers complete failure

IN WITNESS WHEREOF the parties have executed this instrument
as a deed the day and year first before written

x

Signed by the said Jenny Howell

in the presence of:-

xx

Susan Jones

x

Signed by the said Wendy Gunter

in the presence of:-

xx

Susan Jones

The Common of Seal of the Council

was hereunto affixed in the presence of :-

Authorised Signatory