

The Association shall have the ability to allocate tenancies for individual allotment plots in accordance with clause 1.6 hereof. When letting plots the Association will comply with all relevant legislation and any subsequent statutory modifications and amendments and shall supply such information as is reasonably required to satisfy the Council that compliance is taking place. The Association will endeavour to keep the

Council informed of vacancies on a regular basis. Any committee member or authorised representative shall be entitled to enter onto the allotment garden to inspect the state and nature of cultivation of the allotment garden subject to reasonable notice or immediately in the case of emergency, for the carrying out of inspection or repair work.

### **1.5 Disputes**

Managing an allotment site requires consistent robust decision making by the committee who provide this service in a volunteer capacity. It is not the Council's role to become involved with the day to day running of the site.

Only in exceptional circumstances, where a tenant feels they have been treated in an unfair and discriminatory manner over a period of time or where they have exhausted any committee policies and procedures to deal with such disputes will there be the offer of mediation by the Council in their capacity as landowner.

### **1.6 Tenants Obligations**

The Association shall issue to each of the tenants of allotment plots a Tenants Agreement, which shall include the Tenants Obligations, set out in Schedule Two hereto

### **1.7 Register of Tenancies**

The Association shall maintain a register of tenancies comprising the name and address of tenants of allotment plot, occupation dates and termination dates, a record of rent payments made by the tenants and for it to be available, given reasonable notice, for inspection by the Council.

### **1.8 Erection of Structures**

The Association shall have the ability to approve applications for the erection of structures. Any buildings or structures not falling within Clause 6a of Schedule Two shall require the prior written approval of the Council, such approval not to be unreasonably withheld and in accordance with any guidelines and planning consent which may be required.

### **1.9 Power to Manage**

The Association shall have the power to manage the site and to determine, where appropriate, rules and regulations over and above those contained within Schedule Two, which represents the Council's minimum standards, subject to the prior approval of the Council.

### **1.10 Repairs Maintenance and other Obligations**

The Association shall be responsible for the following:

- All boundary fencing hedges enclosing the site except where indicated otherwise.
- Repair and Maintenance of access tracks and pathways within the site
- Repair and Maintenance of water taps and pipes
- Tree and shrub pruning and felling
- Grass cutting
- Reinstating after vandalism
- Clearing all rubbish
- Lock/key replacement



- Maintaining the site to the standards, as recorded in the photographic Schedule of Conditions set out in Schedule Three hereto
- The Association shall ensure individual tenants of allotment plots comply with the Tenants Obligations set out in Schedule Two.

#### **1.11 Charges**

The Association will be responsible for paying the rent as detailed in 1.1 and the annual water rates.

#### **1.12 Termination of Tenancies**

In the event of the Association being unable to terminate a tenants tenancy agreement the Council reserves to itself the right to terminate any tenants tenancy agreement 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 Allotments Acts 1908 to 1950 and other relevant legislation.

#### **1.13 Relocation**

If the Council or its successors in title wish to sell or develop any or all of the Property then the Council may seek at any time after the date being 36 months from the date of signing this Agreement to exercise the relocation of the allotments to an alternative allotment site providing it is within a reasonable distance of the existing site and being able to sustain any and all of the activities which take place on the existing allotment site. Structures such as sheds and poly tunnels should also be re-provided on any new site. A notice in writing ("Allotment Relocation Notice") must be served to terminate the Lease. Any Allotment Relocation Notice shall only be valid if it is accompanied by a plan or plans indicating the land which has been (or will be) secured for alternative allotment provision. In choosing to exercise this relocation clause the Council will be responsible for compensating the Allotment Association in respect of grant monies secured on the site which may need to be repaid as a consequence of the Councils decision to relocate the allotment site. The period of Notice in respect of any Allotment Relocation Notice will not be less than 5 years

#### **1.14 Use**

The premises shall be used solely for allotment gardens in accordance with the relevant Allotment Acts or shall be used for other such recreational purpose as the Council may from time to time agree in writing and in accordance with relevant permissions.

#### **1.15 Regulations etc**

The Association shall be responsible for ensuring that the allotment site shall comply with all the regulations, licenses and consents that are now in force, or which, from time to time may be introduced.

#### **1.16 Access**

The Association shall allow the Council's employees or agent's access to the allotment site, subject to reasonable notice, or immediately in the case of emergency, for the carrying out of inspection or repair work.

#### **1.17 Public Liability**

The Association will provide their own Public Liability cover and will provide the Council with a copy of such Policy and proof of payment if requested. It will be the responsibility

of the Association to keep the site safe for all users and visitors and to allow the Council to inspect the site at anytime.

#### **1.18 Termination of Agreement**

In the event of the Association being in breach of the terms and conditions of the Agreement they are to be given reasonable notice to correct the breach. In the event of the breach not being remedied then the Agreement is to terminate with immediate effect. In the event of the Association ceasing to exist, the Agreement will terminate with immediate effect.

#### **1.19 Development Strategy**

The Association will undertake to produce a scheme to develop and improve the allotments over the period of the Agreement, and will review this plan as appropriate. The initial plan will be forwarded to the Council within twelve months of this agreement for the Council's approval, such approval not to be unreasonably withheld and any subsequent reviews or amendments to the plan will also be forwarded to the Council for their prior approval, such approval not to be unreasonably withheld or delayed.

#### **1.20 Association Constitution**

The Association must be formally constituted, have a Committee, elected annually at the Annual Meeting, and which should include at least a Chairman, Secretary, Treasurer and two other members, and a copy of the constitution deposited with the Council. The Council shall have access to the Minutes of meetings held and an annual financial statement should be prepared for submission to the Annual Meeting and a copy should be forwarded to the appropriate officer of the Council. Proxy or postal voting will not be allowed at any meetings.

#### **1.20 Consultation between Association & Council**

The parties shall formally meet at least annually to discuss the operation of the Agreement and any other relevant matters. These meetings to take place before the Association's AGM.

AS WITNESS the respective common seal and hands of the parties hereto the day and year before written

THE COMMON SEAL of  
DARLINGTON BOROUGH COUNCIL  
was hereunto affixed as its deed in the  
presence of:

Authorised Signatory

SIGNED as his deed by the said  
John Besford  
in the presence of

Signature of witness:

Name of witness:

Address of witness:

Occupation of witness:

SIGNED as his deed by the said  
Keith Robinson  
in the presence of

Signature of witness:

Name of witness:

Address of witness:

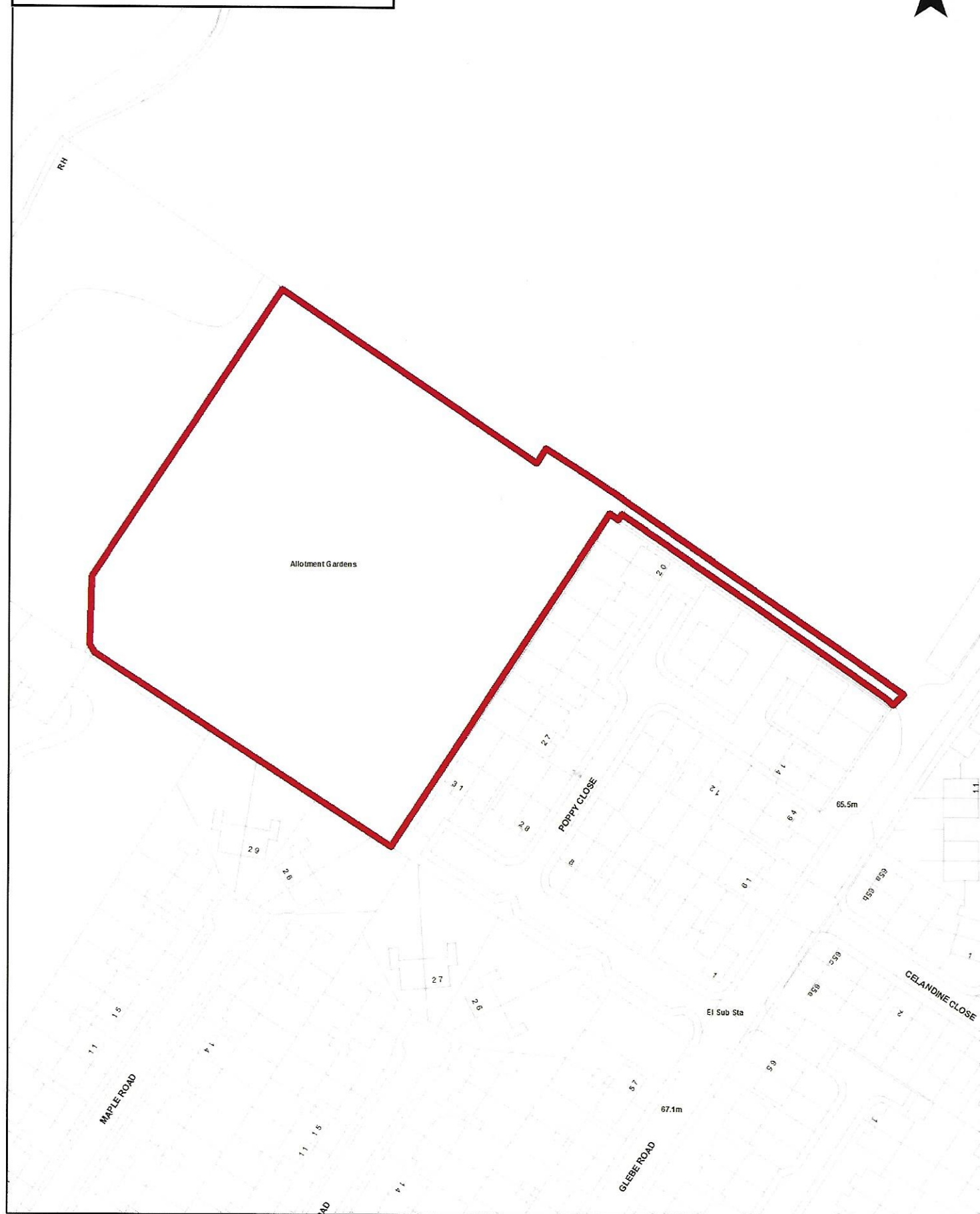
Occupation of witness:

#### SCHEDULE ONE

All that piece of parcel of land comprising an area of 1.12 hectares (2.76 acres)  
or thereabouts and shown edged in red on the attached plan



# Glebe Road Allotment Site



Scale: 1:1,250 Date: 24 November 2016

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