This Agreement is dated the------ day of ---------- 2025

Parties

1.The Bidford on Avon Parish Council (the Council) Council Offices Bramley Way Bidford on Avon B50 4QG and

2. The Bidford on Avon Allotment Association c/o the Post Office Salford Road Bidford on Avon B50 4AW

INTRODUCTION

1. The Association by resolution passed at General Meeting authorised the Committee (or nominated officers thereof) to enter into the Agreement on behalf of the Association.

2. The Council owns the land shown edged red on the Plan which is held for the purposes of Allotments and is divided into plots for use as allotment gardens.

3. By virtue of Section 29 of the Small Holdings and Allotments Act 1908 (the Act) the Council is empowered to appoint managers of the Site.

4. It has been agreed by the Council that the Site shall be controlled and managed by the Association on the terms and conditions set out in this Agreement.

IT IS HEREBY AGREED

1. DEFINITIONS

1.1 In this Agreement the following words and expressions are to have the following meanings unless the context requires otherwise:-

Rules and Policies	Rules and or Policies made by the Association from time to time for the proper management of the Site and approved by the Council pursuant to Section 28 of the Act or otherwise. A copy of the current Rules and Policies made by the Association and adopted and approved by the Council is set out in Schedule 1
Allotments	Allotment gardens on the Site
Allotment Officer	The person, if any appointed by the Council to liaise with the Association in connection with the operation of this Agreement
Due Date	1st October or such other date as the Council may agree.
Income Return	The form specified by the Council setting out the rents collected by the Association
Officer	An Officer of the Council
Rents	Rents payable by the Tenants for Allotments
Tenancy	The letting of a designated Allotment under a formal Tenancy Agreement between the Council (with the Association acting as agent for and on behalf of the Council) and a Tenant

Tenancy Agreement	The form of Agreement set out in Schedule 2 or such other form as the Council shall agree
Tenant	A person to whom an allotment on the Site has been let and the term Tenant will be construed accordingly
The Association	The Bidford on Avon Allotment Association
The Committee	Members of the Association which according to the Constitution thereof are responsible for managing its affairs
The Constitution	The Constitution of the Association from time to time made by the Association and approved by the Council the current Constitution being set out in Schedule 1
The Council	Bidford on Avon Parish Council
The Site	The Allotment site at Salford Road Bidford on Avon shown edged red on the Plan attached to this Agreement

1.2 References to statutory provisions include all existing and subsequent legislation amending or replacing or relating to them.

1.3 Reference to clauses and sub clauses are to clauses and sub clauses of this Agreement.

1.4 The headings to this Agreement are not to affect its construction or interpretation.

2. ALLOTMENT MANAGER

2.1 In consideration of this Agreement and of the matters mentioned contained or referred to herein the Council appoints the Association as the allotment manager for the Site and the Association agrees to use its reasonable endeavours to manage the Site on the terms and conditions set out in this Agreement.

3. ASSIGNMENT

3.1 The Association shall not assign this Agreement or delegate the collection of Rents

4. OBLIGATIONS OF THE ASSOCIATION

4.1 The Association shall use its reasonable endeavours to collect in a timely manner all Rents and other sums due and payable in respect of the Allotments on the Site. The Association will submit payment of the amounts due at regular intervals but in any event not later than 2 months after collection or as otherwise specified by the Council.

4.2 The Association will seek to collect the Rent due from each Tenant on its register promptly and efficiently on the Due Date and shall retain a receipt for each Tenant.

4.3 Any variation to the current Rent payable is to be set by the Council in consultation with the Association and notified to the Association as soon as practicable following any decision made to vary Rent.

4.4 Those Members of the Committee involved in the collection of Rent and letting plots shall where required, receive appropriate training from the Council or third parties appointed by the Council.

4.5 The Association shall observe and apply the requirements set out in the Constitution in carrying out its financial management responsibilities and shall if so required by the Council supply full

information and details of its financial records and bank account as soon as practicable following a request.

4.6 The Association will at the cost of the Council obtain Public Liability insurance of not less than £5million on behalf of the Association in respect of its obligations and liabilities under this agreement. Such insurance shall also provide 'Trusted Person' cover for the benefit of the Committee members. The Council shall approve the terms of the said policy.

4.7 If the Association is wound up under the powers contained in its Constitution all assets of the Association (including any Rents held on behalf of the Council) will be dealt with in accordance with the requirements of the Constitution.

4.8 The Association shall act as the agent of the Council in letting plots on the Site and in the management of the Site in accordance with the Constitution, the Rules and for the avoidance of doubt all the Policies as set out in Schedule 1 or as amended from time to time by the Association and approved by the Council.

4.9 The Association shall keep a waiting list of persons who qualify to be Tenants and who wish to take an allotment.

4.10 The Association shall arrange for each person on the waiting list to complete an application in the form set out in Schedule 2 or such other form as the Council and Association agree.

4.11The Association shall arrange for each new Tenant to complete a Tenancy Agreement in the form set out in Schedule 2 or in such other form as the Council and the Association agree.

4.12 For the avoidance of doubt in letting Tenancies as agent on behalf of the Council the Association shall use all reasonable endeavours to comply with the Constitution,the Rules and all the Policies set out in Schedule 1.

4.13 The Association shall use reasonable endeavours to let Allotments as quickly as possible after they become vacant.

4.14 The Association shall use all reasonable endeavours to comply with the Constitution, the Rules and its Policies in carrying out its responsibilities under this Agreement and shall not vary or amend them without the prior approval of the Council.

5. COMPLAINTS AND DISPUTES

5.1 Where the Association has as agent for and on behalf of the Council issued any notice and/or proposes to take action or has taken any action against a Tenant for breach of a Tenancy Agreement or of any of the Rules or Policies and the Tenant does not agree with the action(s) to be taken or taken by the Association then the Tenant shall have the right to refer the matter in dispute to the Council PROVIDED THAT no referral may be made before the Tenant has gone through the relevant appeal process specified in the Rules.

5.2 If a Tenant wishes to refer any matter referred to in Clause 5.1 above such referral must be made to the Council in writing with the reasons for the referral within 7 days of the Tenant being notified of any final decision of the Association relating to any breach of a Tenancy Agreement.

5.3 If a referral is made then the Association shall provide to the Council all relevant information/documentation in connection with the matter the subject of the referral.

5.4 The Council shall appoint an Officer to determine the referral.

5.5 Such referrals shall be determined by the Council within 21 days of the Tenant making the referral.

5.6 In determining a referral the Council shall have regard to:-

(a) The Allotment Rules/Rules and Policies,

(b) The actions taken by the Association,

(c) The matters raised by the Tenant,

(d) the views of a representative of the National Allotment Association who shall be consulted regarding the referral.

5.7 The decision of the Council and the reasons therefore shall be communicated to the Tenant and the Association as soon as possible following the determination of the referral.

5.8 The Council may if it deems appropriate invite both the Tenant and a representative of the Association to attend and speak in connection with the referral.

6. TERMINATION OF TENANCY AGREEMENTS AND POSSESSION OF ALLOTMENTS

6.1 In circumstances where a Tenancy Agreement has been terminated by whatever means and the Council has endorsed the termination and the Tenant refuses to vacate the Allotment then the Council shall use such action as shall be necessary to obtain vacant possession of the allotment.

7 OBLIGATIONS OF THE COUNCIL

The Council will:-

7.1 Meet the costs of the relevant water utility company in respect of the water supplied to the Site.

7.2 Maintain the access roads and tracks to the Site in a safe and reasonable state of repair.

7.3 Maintain and or replace as necessary gates sufficient to ensure secure access to the Site.

7.4 Maintain in a safe and reasonable condition all boundary walls, fences and hedges (including trees that form part of a boundary) to the Site.

7.5 Work in a spirit of co-operation and good faith with the Association in achieving the aims of this Agreement and meeting the statutory obligations of the Council under the Allotment Acts 1908-1950 (the Acts)

7.6 Use all rents and other monies arising from the Site and this Agreement for the benefit of the Site.

7.7 The obligations referred to in 7.2,7.3, and 7.4 above will be subject to the availability of funding within the Councils resources and consideration of other maintenance priorities.

8. TERMINATION OF TENANCIES

8.1 Notwithstanding the powers given under this Agreement to the Association the Council reserves the right should it so wish to terminate any Tenancy by notice to quit and also to exercise the powers of re entry and all other powers and remedies conferred upon it by the Acts and otherwise.

8.2 For the purposes of this Agreement and for the avoidance of doubt the Council hereby adopts the Rules and other Policies set out in Schedule 1 hereto.

9. SUBSTITUTION OF OFFICERS TO THE ASSOCIATION/LIABILITY OF COMMITTEE

9.1 The Association may by resolution duly passed in accordance with its Constitution displace the Committee or any of its Members and substitute others in their place who shall be agents for the members of the Association at the time the resolution is passed. If members are changed then the Secretary of the Association shall as soon as possible advise the Council of such changes.

9.2 For the avoidance of doubt no member or substitute member (or their estate) of the Committee shall for the purpose of the Agreement be personally liable for any acts or omissions taken or not taken in connection with the carrying out of their duties under this Agreement.

10. FORCE MAJEURE

10.1 In the event of any cause beyond their reasonable control, neither party shall be liable to the other for any delay in performance or non- performance of their obligations hereunder.

10.2 The party affected by such circumstances shall promptly inform the other party in writing.

11. DURATION OF THIS AGREEMENT

11.1 This Agreement shall commence on the xxxxx day of xxxxxx2025 and continue until terminated as indicated below.

11.2 Either party may terminate this Agreement by giving 2 months written notice to the other party at any time.

11.3 The Council may terminate this Agreement at any time without prior notice If:-

(a) The Association is in material breach of its obligations hereunder and fails to remedy that breach within 7 days of a notice from the Council specifying the breach and requiring its remedy

(b) The Association commits a non- material breach and fails to remedy the same within 56 days of a notice from the Council specifying the breach and requiring its remedy

(c) If the Association passes a resolution of dissolution or ceases to exist.

11.4 On termination the Assets of the Association shall be realised and distributed in accordance with the Constitution.

11.5 For the avoidance of doubt all Rents collected by the Association shall belong exclusively to the Council.

12. NOTICES

12.1 Notices given by the Council shall be validly served if served on the Secretary of the Association at the address appearing in this Agreement and sent to bidfordallotments@outlook.com.

12.2 Notices to be served on the Council shall be validly served if addressed to The Council and delivered to the Council Offices Bramley Way Bidford B50 4QG. and signed by the Secretary and one other Officer of the Association.

12.3 Notices may be served personally or by first class post or recorded delivery. Notices served personally will be deemed received immediately after receipt. If served by post are deemed to be received the next working day after posting.

SCHEDULE 1

THE CONSTITUTION, ALLOTMENT RULES/RULES, POLICIES

Constitution of Bidford on Avon Allotment Association

Rules of Bidford on Avon Allotment Association

General Data Protection Regulation Policy

Equality and Diversity Policy

Health and Safety Guidance

Health and Safety Policy

Safeguarding Policy

Risk Calculation Policy

Risk Assessment Form

Plot Inspection Form

Plot Inspection Report

Bonfire Protocol Policy

SCHEDULE 2

Tenancy Application Form

Tenancy Agreement

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by the Chair and Secretary of the Bidford on Avon Allotment Association having been authorised to do so by a resolution of the Association in General Meeting

CHAIR

Name:

Signature

WITNESS

Name

Signature

SECRETARY

Name

Signature

WITNESS

Name

Signature

EXECUTED as a DEED by Bidford Parish Council by

COUNCILLOR

Name

Signature

WITNESS

Name

Signature

COUNCILLOR

Name

Signature

WITNESS

Name Signature

Version 2 amended on 16.09.25 (following comments of Parish Council)