

**COPY**

**Agreement**

*25 years for  
1/10/02*

**between**

**Old Marston  
Parish Council**

**and**

**Old Marston Mill Lane  
Allotments Association**

## AGREEMENT

1. This agreement is made between the Old Marston Parish Council (the Council) and the Old Marston Mill Lane Allotments Association (the Association) to continue day-to-day management of the Mill Lane Allotments site (the Allotments) to the Association in accordance with the following provisions.

This agreement to come into effect on 1 October 2003 for a period of twenty-five years.

2. The Association agrees to:

- a. Pay the rent of five pounds on 1 October each year.
- b. Mark out plots.
- c. Arrange tenancies on such terms as shall be agreed with the Council, preference being given to residents of the Parish of Old Marston.
- d. Ensure that any tenant wishing to gain access to the site across Ward's Site does so with the express consent of the owner.
- e. Ensure that plots are maintained in accordance with the tenancy agreement.
- f. Maintain the vacant plots in good order by mowing or flailing as necessary.
- g. Cut the inside of the hedges as necessary.
- h. Maintain the access tracks.
- i. Pay for the water supply and maintain services above ground.
- j. Maintain an insurance against third party liability paid by the Association.
- k. Ensure that all actions carried out by members of the Association are in accordance with current Health & Safety requirements.
- l. Erect no building or structure without agreement with the Council.
- m. Present an annual report and audited accounts to the Parish Council by 15 December each year.
- n. Any proposed amendment of the Constitution rules to be agreed with the Council before implementation.

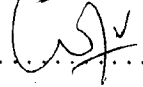
3. The Association Treasurer shall:

- a. Be responsible for maintaining control of the Association's finances.
- b. Ensure that rents are collected promptly, in accordance with tenancy agreement.
- c. Ensure that creditors are promptly paid.
- d. Maintain an up-to-date income and expenditure account.
- e. Make all records available to the Parish Council subject to reasonable notice.
- f. Ensure that the Association's commitments do not exceed the money available, and ensure that no monies are lent or borrowed, nor long-term commitments entered into.
- g. Bank all monies collected promptly and intact.
- h. Ensure that all payments made are reported to the Committee at a properly constituted meeting.
- i. Prepare an annual report and statement of accounts for each year ending 30 September.
- j. Arrange for the accounts to be audited.
- k. On termination of this Agreement to remit the balance of the relevant Association's funds to the Parish Council.

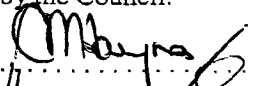
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4. The Council agrees to:
- Take responsibility for the gates.
  - Maintain the boundary hedge and plant quicks in any gaps.
  - Undertake hedge cutting between 1<sup>st</sup> December and 1<sup>st</sup> March not carried out by the Association. The A40 hedge to be maintained at a height of 10ft, the Mill Lane hedge at a height of 6ft.
5. Termination of this Agreement:
- In the event of the Association failing to conform to the terms of this Agreement then, following a Parish Council meeting at which members of the Committee of the Association may speak, the Council, after the expiry of one month's notice in writing to the Secretary of the Association, may:
    - take such action as may be necessary to remedy the breach of conditions which remain at the expiry of the notice, or
    - after the expiry of three months' notice given in writing to the Secretary of the Association, may require the election of a new management committee to satisfactorily manage the affairs of the Association for a period of 12 months.
    - after the 12 months period above, and only after giving three months notice in writing to the Secretary of the Association, the Council shall call a Special Parish Meeting to seek the agreement of the Parish to terminate the agreement between the Council and the Association.
  - The Council before resolving to require any part of the land, the subject of this Agreement, for any purpose other than allotments or to determine this Agreement other than for non-compliance with the terms of this Agreement it shall first hold a Parish Meeting. If the Council then decides that the Agreement shall be terminated it shall give notice to the Association and the tenants in accordance with the Allotments Acts.
  - The Association may terminate this Agreement at any time giving twelve months' notice in writing to the Council, all records relevant to the Parish Council to be surrendered to the Council.

Signed on behalf of the Association by its Chairman and Secretary being duly authorised by the Association

.....  ..... Chairman ..... 20/11/02 ..... Date  
 ..... M.A. Mundy ..... Secretary ..... 31.12.02 ..... Date

Signed on behalf of the Council by its Chairman and Vice-Chairman being duly authorised by the Council.

.....  ..... Chairman ..... 3. 12 02 ..... Date  
 ..... M. Christine Stone ..... Vice-Chairman ..... 3<sup>rd</sup> Dec '02 ..... Date

Countersigned

.....  ..... Clerk ..... 15/12/02 ..... Date