

**Agreement for the transfer of management of the Mill
Lane Allotments to the Old Marston Mill Lane
Allotment Association**

AGREEMENT

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

This Agreement to come into effect on the 1st October 1998 for a trial period of five years subject to annual review.

2. The Association agrees to:
- To pay the rent of five pounds on the 1st October each year
 - Mark out plots
 - Arrange tenancies on such terms as shall be approved by the Council, preference being given to residents of the Parish of Old Marston
 - Ensure that any tenant wishing to gain access to the site across Wards Site does so with the express consent of the owner
 - Ensure that plots are maintained in accordance with the tenancy agreement
 - Maintain the vacant plots in good order by mowing or flailing as necessary
 - Cut the inside of the hedges as necessary
 - Maintain the access tracks
 - Pay for the water supply and maintain services above ground
 - Maintain an insurance against third party liability paid by the Association
 - Ensure that all actions carried out by members of the Association are in accordance with current Health & Safety requirements
 - Erect no building or structure without the Council's consent
 - Present an Annual report and audited accounts to the Parish Council by 15th December each year. The first report being due by 15th December 1999
 - Any proposed amendment of the Constitution of the Rules to be approved by the Old Marston Parish Council before implementation

3. The Association Treasurer shall

- Be responsible for maintaining control of the Association's finances
- Ensure that rents are collected promptly, in accordance with the Tenancy Agreement
- Ensure that creditors are promptly paid
- Maintain an up to date income & expenditure account
- Make all records available to the Parish Council subject to reasonable notice
- 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
- Bank all monies collected promptly and intact
- Ensure that all payments made are reported to the Committee at a properly constituted meeting
- Prepare an annual report and statement of accounts for each year ending 30th September
- Arrange for the accounts to be audited
- On termination of this Agreement to remit the balance of the relevant Association's funds to the Parish Council.

4. The Council agrees to:

- Replace the gates
- Repair the A40 fence and plant quicks in the gap

RULES OF CONSTITUTION

Name

The name of the association will be **Old Marston Mill Lane Allotments Association (OMMLAA)**.

Objectives of the Association:

- To promote the interests of all members in allotment gardening activities and to take joint action for the benefit of the members.
- To conduct negotiations with the Parish Council for the use of the Mill Lane Allotment Site.
- To take action to protect members' interests against damage, trespass and theft.
- To obtain a supply of seeds, fertilisers, tools and other horticultural equipment on behalf of members.
- To arrange lectures, film shows, demonstrations, competitions and other social events.
- To co-operate with other gardening associations in matters of mutual interest.

Membership

The Association shall consist of current rent paying tenants of the Mill Lane allotments, together with other persons whose applications for membership are approved by the Committee. Such additional members may, at the discretion of the Committee, be charged a membership fee but shall not have voting rights.

Subscriptions

Every member shall pay on entry into the Association an annual subscription (negotiable annually).

Arrears

Any member who is three months in arrears with his subscription shall be held to have ceased to be a member, unless explanation in writing is given to the Committee of extenuating circumstances.

Officers

The Officers of OMMLAA shall be a Chairman, a Secretary and a Treasurer. They shall be elected at each Annual General Meeting. Retiring Officers shall be eligible for re-election. They shall be ex-officio members of the Committee.

Committee

The affairs of OMMLAA shall be conducted by a Manager responsible to a Committee of Management of not less than seven members. The Committee shall retire at the Annual General Meeting but shall be eligible for re-election. Casual vacancies shall be filled by the Committee and the members so appointed shall hold office until the next Annual General Meeting. A quorum shall be five members.

General Meetings

The Annual General Meeting shall be held between 31 October and 15 December, seven voting members shall form a quorum. At the meeting the audited accounts and Secretary's Report shall be submitted and the Officers and Committee for the ensuing year shall be elected. Special General Meetings shall be called upon the requisition in writing to the Secretary of at least seven voting members. No party-political or sectarian discussions shall be raised or resolution proposed at either Committee or General Meeting. The Parish Council shall be notified of AGMs and any Special General Meetings and may send a member to observe the meeting. The period of notice for an AGM and SGM shall be 30 days.

Bank Account

The Committee shall open Bank or Building Society Accounts as required in the name of OMMLAA and all monies received from any source on behalf of OMMLAA shall be paid into such accounts. Cheques shall be signed by two out of three signatories. A separate account shall be maintained for the OMMLAA membership account. Any balance on this account shall be the property of members.

Auditors

An auditor shall be appointed who is not a member of the Committee, to audit the accounts and report to the Committee thereon.

OLD MARSTON MILL LANE ALLOTMENT ASSOCIATION

MILL LANE ALLOTMENTS

TENANCY AGREEMENT

The Old Marston Mill Lane Allotment Association, which manages the site on behalf of the Old Marston Parish Council by this agreement lets the Allotment detailed below to the tenant who signs to accept the following conditions:

- 1 To pay the rent to the Treasurer at his/her address, one quarter's rent becoming due on the first day of October, January, April and July.
2 If the rent remains unpaid one month after the due date and after a request for payment within seven days has been posted to the tenant's last address, the tenancy shall be deemed to have ended.
3 Should the Association or the Council give notice to quit the provisions of the Allotments Acts shall apply. Tenants wishing to terminate their tenancy shall give three months' notice to the Secretary of the Association.
4 The use of the plot shall be in accordance with the provisions of the Allotments Acts, a copy of which may be seen by arrangement with the Secretary.
5 The tenant shall maintain the plot and cause no annoyance to neighbours. Trees shall not be permitted to exceed 3.5 metres in height. A dispensation has been granted in respect of trees in existence on 1 October 1998.
6 Bonfires must be attended until extinguished. Only vegetable matter may be burnt on site. Smoke must not carry towards nearby dwellings or the A40, nor cause annoyance to other allottees. Regard must be had to Health and Safety requirements.
7 Without the written consent from OMMLAA, the tenant shall erect no building or structure nor permit any rubbish or article to be placed on the site except compost in a properly constructed enclosure for which materials of reasonable condition must be used.
8 The use of unattended hoses and sprinklers is prohibited unless approved in writing by the Committee.
9 The tenant will co-operate with the Allotment Association which will oversee the general condition of the allocated area and will assist in the cutting of paths and hedges. Failure to do this will be deemed a breach of this Agreement.
10 At the end of the tenancy the tenant shall leave the allotment clean and tidy, the reasonable cost of any remedial work being charged to him/her.
11 The use of an access from or via Mr Ward's Site must be with his consent and must be to an allotment, not as a footpath to another place. There shall be no direct access to or from the A40.

Plot no Annual rent

Name and Address of Tenant

.....
.....
.....

Signature of Tenant

Date

Signed on behalf of OMMLAA

..... (Manager)

Date

- c. Plough and harrow the vacant plots once in 1998
- d. Undertake further hedge cutting not carried out by the Association. The A40 hedge to be maintained at a height of ten feet, the Mill Lane hedge at a height of six feet.

5. Termination of this Agreement:

- a. 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 given in writing to the Secretary of the Association may:
 - (i) Take such action as may be necessary to remedy the breach of conditions which remain at the expiry of the notice, or
 - (ii) After the expiry of three month's notice given in writing to the Secretary of the Association, terminate this agreement whereupon management shall be carried out by the Council
- b. 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 Allotment Acts.
- c. The Association may terminate this Agreement at any time giving three months notice to the Council. All relevant records to be surrendered to the Council.

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

..... Chairman Date

..... Secretary Date

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

..... Chairman Date

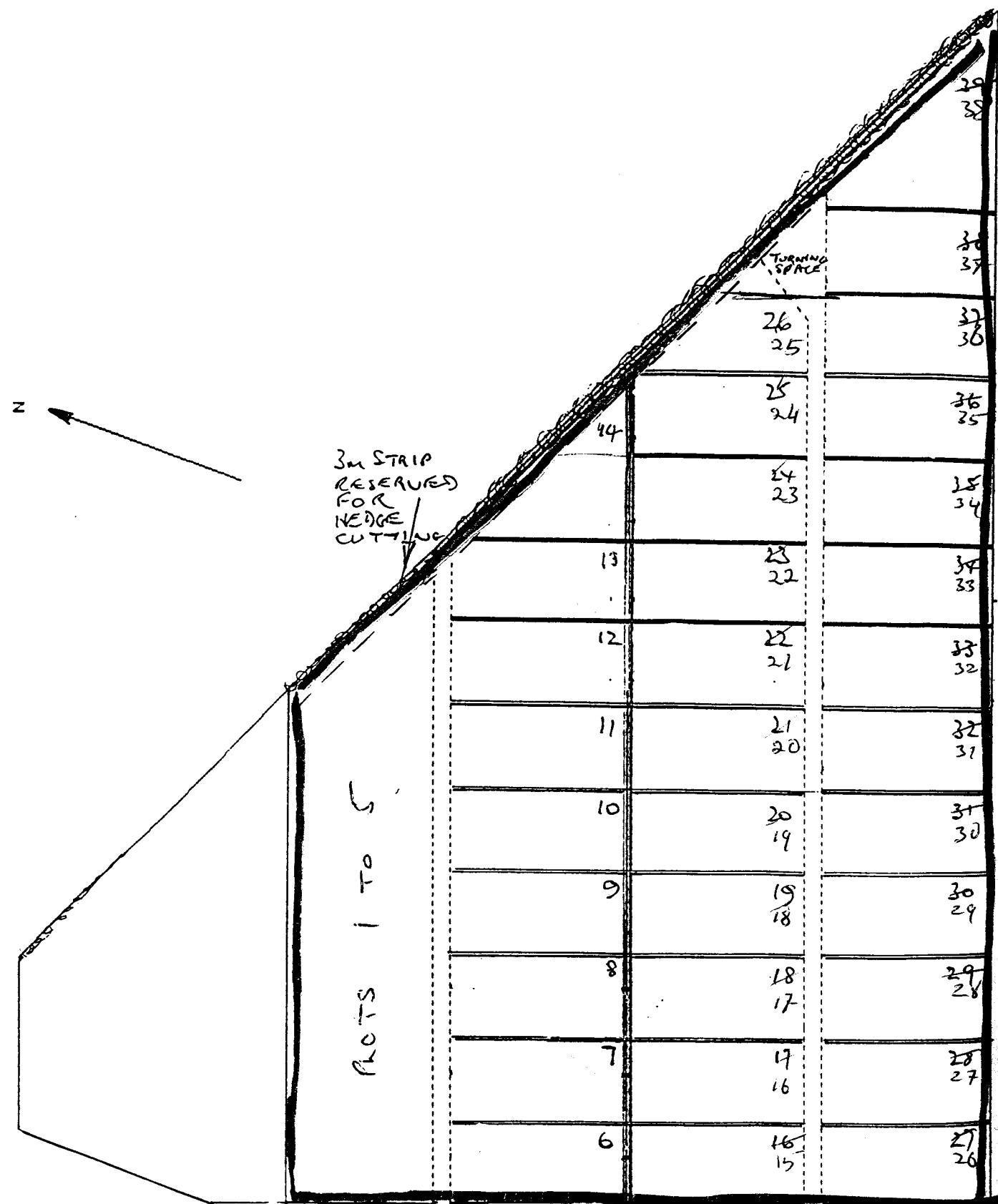
..... Vice-chairman Date

Countersigned

..... Clerk Date

Copies of Tenancy Agreement + Conditions as agreed attached Original in Head File

Plan of the Mill Lane Allotments



Due to a numbering error there is no plot 15

Minutes of a Meeting of the Old Marston Parish Council held at 7.30pm on Tuesday 29th September 1998 at the Mortimer Hall

Members Present

Mr A T Jones (Chairman)
Mr C W Haynes (Vice-chairman)
Mesdames Cowell, Cox, Deam, Nurse & Tiwari
Messrs Batey, Bartleet, Drinkwater & Phipps
The Clerk Mr L.M Garner was in attendance
Also present Mr J.Critchley, Ward Councillor

Apologies

An apology was received from Mrs Stone

Minutes

The minutes of the meeting held on the 1st September 1998 were confirmed & signed.

Matters Arising

The Clerk suggested that, arising out of the reports of vandalism at the last meeting, it would be useful if the methods used by the Police for recording such incidents could be ascertained; particularly the criterion used in each case to determine whether a crime number was allocated. It is believed that it is the cumulative numbers of these which is used to decide policing levels. It was therefore decided to ask the Police to be represented at the next meeting.

Mr Bartleet reported that the gypsies encamped at the fly-over had moved.

It was decided that no comment was required to the design of the Rippington Drive/Oxford Road bus stop.

Mr Bartleet reported that the bus service to the estates had been put back on the County list of priority services for subsidies for consideration when more money became available.

Correspondence

A circular was received from the City Council requesting the Council's opinion on crime and disorder. This was deferred to the next meeting.

Mortimer Hall

The Clerk had been asked to confirm the amount of the Hall's contribution towards the work funded by the Council in May 1998. The VAT rules prohibited the Council from claiming VAT on amounts provided by the Hall but it was decided that the Council would not require this to be paid, leaving £1,000 due.

The Chairman had attended a meeting of the Management Committee where the City Council's request for two non-voting City representatives to serve on the Management Committee was approved. The request was based on the City Council's financial support to the Hall.

Planning

Decisions

The following were reported;

6, Boult's Lane- Screen to stained glass window- Approved

16, Gordon Close- Extension etc.- Approved

Accounts

The following accounts were passed for payment;

Old Marston Over 60's Club	Donation (S.137)	100.00
Oxford City Council	Burial Ground rates	34.75
Audit Commission	Audit fee for 1996/7	632.33

A.T.J.

It was noted that the Audit fee for 1995/6 and previous years was £220 or less. The increase being due to the Auditor's consideration of criticisms being made concerning the conduct of the Council's business which appear not to have been upheld by the Auditor.

Allotments

The Management agreement with the Old Marston Mill Lane Allotment Association was received signed on behalf of the Association and was signed on behalf of the Council. The Clerk said that he would write to the tenants to inform them of the change. The Association was thanked for repairing the A40 fence.

It was reported that a gap had been created in the hedge adjacent to Bradlands. The Clerk was asked to pass this to the Association as it was now a matter for it.

Highways

The Clerk had received a call from Mr Castle of City Engineering stating that as the footpath between Boults Lane and Horseman Close was not adopted his Council would not be carrying out the work requested. It was decided that as the path is an essential part of the public communication network by cycle and on foot, the City Council should be requested to adopt it as a public highway.

No objection was raised to the provision of a bus stop sign on lamp post number 2 in Marsh Lane.

The Clerk was asked to inspect the A40 fence at the end of Mill Lane and to request any necessary repairs.

Mr Bartleet reported that remedial work had been carried out in Ashlong Road and Salford Road. He also reported that the requested 30mph extensions in Elsfield Road and Marsh Lane were being considered with the proposals for Elsfield.

Mr Bartleet also said that the A40 northern by-pass would be "de-trunked", that is handed from the Department of Transport to the County Council. The strengthening of the bridge at the fly-over and alterations to make the junction safer were now in doubt. e/

It appeared that Police enforcement of the 30mph speed limit now had a low priority. Mr Bartleet was writing to Mr Prescott to request that he should contact the Home Secretary with a view to him asking the Police to devote more resources to this.

The over-hanging vegetation at the Oxford Road/ Cherwell Drive junction had not been dealt with. A street nameplate was now missing from the Oxford Road/ Mortimer Drive junction and that Arlington Drive/ Haynes Road was now askew.

Mural

A request for further information was received from the Trust for Oxfordshires Environment Ltd. Which was considering the Council's application for a grant towards the mural. The Clerk would respond.

Recreation Ground

The Clerk gave details of Wickstead's report on the play equipment. It was decided to ask an Engineer to inspect the swing support castings, to replace one baby swing chair and to remove the centre swing from the three swing set.

The Clerk would write to the Chairman of Marston Saints to say that the over enthusiastic coaching instructions to teams and at training sessions was excessive and causing annoyance to local residents.

The Clerk would investigate the missing bylaws at Oxford Road

Burial Ground

Two Deeds were signed, the appropriate fees having been paid.

It was decided that the fencing to be used for the Burial Ground extension should match the existing. The Clerk had been assured that the maintenance standard would be improved next year.

Munt. Jones.

3 November 1998