

Portishead Town Council
Gertie Gale's Allotment Association
MEMORANDUM OF UNDERSTANDING

This agreement is made between:

Portishead Town Council of 95 High Street Portishead, BS20 6PR (the "Council")
and

Gertie Gales Allotment Association (the "Association")
concerning Gertie Gale's Allotment, Clevedon Road, Portishead, BS20 6RR (the "Site")

It is agreed that:

1. Pursuant to the provision of s29 Small Holdings and Allotments Act 1908 the Council appoints Gertie Gales Allotment Association to manage the Site. The Association being empowered by the Council to do anything in relation to the management of the Site which the Council are authorised to do, subject to the provisions of this agreement.
2. The Association will appoint Gertie Gales Allotment Committee (the "Committee") each year to run the allotment gardens. The Council reserve the right to remove a Committee member or to veto an appointment if they see fit to ensure the operational running of the allotment garden.
3. The Committee is authorised to enter into tenancy agreements with plot holders on behalf of the Council, however in doing so it acts as agent of the Council and the legal and contractual relationship between landlord and tenant remains between the Council and the Plot holder. The Committee is authorised to hold all signed tenancy agreements with plot holders and to provide copies of agreements and records of plot holders to the Council upon request.
4. The Council and the Association shall jointly agree the terms of the plot holder tenancy agreements and associated general site rules. Any changes to these documents to be agreed in writing by both parties. In the event of a disagreement concerning these terms the matter shall be decided by the Council in general meeting.
5. When invoices are sent to the plot holders each year a copy of the current tenancy agreement and associated general site rules must be included. When the plot holder agrees to rent their plot for another year from 1st April, they will have also agreed to abide by the current tenancy agreement and associated general site rules that they will have received with their invoice.
6. Any changes or revisions to the tenancy agreement and associated general site rules can only come into effect from 1st April each year and not at any other time throughout the year.
7. The Association shall be responsible for the setting and collection of annual rent from plot holders in respect of each year to 31st March, in accordance with the plot holder tenancy agreements.
8. The Association shall pay to the Council an amount of the annual rent collected in respect of the Site, to be agreed between the Council and the Association from time to time (as evidenced by a Council committee minute) by 31st May in each year. The balance of any plot holder rents and other income collected by the Association is to be accounted for and held on trust by the Association to defray the expenses of running and improving the Site.

9. The Association shall keep accounting records of all income and expenses it collects and expends in respect of the Site and provide a copy of the Gertie Gales Allotment Association accounts as approved by the Association to the Council within two (2) months of every financial year ended 31st March.
10. The Council shall pay all rates, taxes, dues or other assessments related to the land (but not utility bills) which may at any time be levied or charged upon the Site.
11. The Council shall be responsible for the external boundary, hard landscaping and the provision of utilities infrastructure to the Site. This shall include boundary hedges, trees, fencing, access gates, roadway, car park hardstanding and all the parts of the water system that is underground which are owned by the Council. The costs of repair and maintenance of these items to be met by the Council or reimbursed to the Association were incurred with the agreement of the Council.
Where that infrastructure is not owned by the Council or is located on land owned by others, the Council will use best endeavours with the other party to get repairs and maintenance effected (this would cover trees and railings at the cemetery which are owned by North Somerset Council as well as the hedge that is owned by the neighbouring farmer).
12. The Council undertakes to cut boundary hedges every two (2) years or where problems present themselves after discussion and with the consent of the Association and to review tree works with the Association every three (3) years or when problems present themselves.
13. The Association is responsible for the maintenance and improvement of soft landscaping and communal facilities of the Site used by plot holders, including sheds, toilets, the above ground water system, pest control, utility bills and other operating costs of the Site. The Association shall meet these costs from the retained balance of plot holder rents and other income it administers under clause 8.
14. The advance written agreement of the Council shall be obtained by the Association for any substantial improvement, alteration, or addition of a structural nature to the Site. The Council does not agree to meet the cost of any capital or improvement works unless specifically agreed with the Association. Substantial in this context means expenditure other than that of a repair and maintenance nature which exceeds £500 (excluding VAT) or in respect of which the improvement, alteration or addition is visible from outside the Site.
15. This agreement shall be governed by English Law and shall remain in force until terminated in writing by either party giving at least six (6) months' notice.

Dated

This Memorandum of Understanding was adopted on the above date by the persons whose signatures appear at the bottom of this document, being duly authorised representatives of Portishead Town Council and the Gertie Gale's Allotment Committee.

Signed

Print Name

Chair, Portishead Town Council

Signed

Print Name

Chair, Gertie Gale's Allotment Committee