



Assets, Community and Environment Committee

Date: 23rd June 2021

1. Introduction

This report has been requested by Samantha Heynes, Parish Clerk.

Cuckfield Parish Council (CPC) is currently considering setting up an Allotment Association for the Whiteman's Green allotment site. This would allow allotment tenants to set up and run the Whiteman's Green allotments (in accordance with laws/regulations).

2. Approach

- a) Tenants of the Whiteman's Green allotment site were sent the following email by Juliana Stafford to ascertain whether there would be any interest in this proposal:

'Cuckfield Parish Council is currently looking at ways to improve the management of our allotment at Whiteman's Green and are keen to involve our allotment holders in the running of the site.

We are looking at various allotment schemes that are in place across the UK and are considering forming an Allotment Group/Association. This would allow allotment holders to form their own association to manage the Whitemans Green site, including setting plot rents and allocating plots. It would enable plot holders to contribute new ideas and instruct new initiatives without the Council's intervention (in accordance with current legislation).

I would appreciate your thoughts regarding this initial idea and whether you would be interested in setting up an Allotment Group Committee, with the help of the Parish Council. If enough plot holders are interested in this proposal, a full report will be written to show the variety of schemes that can be set up.

Thanks for your participation in this process, I look forward to hearing from you.'

This message was sent to 36 plot holders, ie those who hold Tenancy Agreements.

From the email sent there were 9 responses, 6 interested in forming an Association and 3 that felt it was not a good idea and would prefer CPC to continue the management of the Allotment.

Although there has been a positive response from some tenants, none of them have indicated they would be willing to commit to taking on a role on the committee at this stage.

- b) The National Allotment Society was also contacted to glean their expertise in setting up an Allotment Society.
- c) Online research was conducted to review methods used by other councils to manage their allotments and the approach taken by smaller allotment associations.

3. Current Rental value and associated costs for Whiteman's Green Allotment

The current rental value of the Whiteman's Green Allotment is £715 per year (this figure includes current concessions).

Water is currently paid for by CPC and is on average £100-150 per year.

4. Possible CPC/Allotment Association Schemes

Option A

This option would lease the allotment to the Association on a renewable annual basis. The terms would be as follows:

- CPC will lease the allotment to the Association with no fees.
- The Association would set and collect rents from tenants.
- CPC will invoice the Association for the cost of water supplies as per water bill received (around £150 per year).
- The Association will use the remaining rental income to improve and maintain the allotment site.
- At the end of each year (April) the Association will submit its accounts and monies not used for improvement/maintenance will either, by agreement, be given back to CPC for other allotment projects or remain with the Association for future allotment projects.
- The Association would manage the site ensuring the current CPC Terms & Conditions are followed (Allotment Rules and Guidelines).
- The Association would be responsible for allocating plots; setting up new tenancy agreements, managing waiting lists and terminating tenancy agreements where required.
- The Association will submit their Meeting Minutes to CPC on a monthly or quarterly basis as agreed in the lease contract.
- The Association will meet with CPC on a monthly, quarterly or half yearly basis as agreed in the lease contract.

Option B

CPC allows the Association to run the allotment on the following terms:

- CPC would set and collect rents as per the current practice.
- CPC would continue to pay for water services and for any improvements/maintenance to the site.
- An agreement would be signed to allow the Association to manage the site ensuring the current CPC Terms & Conditions are followed (Allotment Rules and Guidelines).
- The Association would be responsible for allocating plots; setting up new tenancy agreements, conducting regular inspections, managing waiting lists and terminating tenancy agreement where required. The Association will inform CPC of any tenancy changes.
- The Association will request funds from CPC for any work to be carried out for improvements/maintenance.
- The Association will submit their Meeting Minutes to CPC on a monthly or quarterly basis as written in the agreement.
- The Association will meet with CPC on a monthly, quarterly or half yearly basis as written in the agreement.

5. Association Requirements

An Allotment Association must have:

- A Chairman
- A Vice-chairman (optional)
- A Secretary
- A Treasurer

A committee must comprise of the above 3 - 4 members, preferably with other members joining to give a more representative view of general plot holders. Legally more than 1 post can be held by member, but we wish to avoid this as it may end up with 1 person running (and dictating) the Association.

The time designated to the management of Whitemans Green allotment by CPC is around 4-6 hours per month. This is mainly to answer queries and deal with any problems. During March/April this time will increase to deal around 6-8 hours per month with the collection of rents and management of changeover of tenants.

Additional time should be considered for arranging or carrying out improvement/maintenance issues eg tree felling, fence repairs.

Committee members should be aware of the commitment that the Allotment Association would require and CPC would create a legal document to define the scope of these roles and ensure all legal requirements are adhered to.

Appendix A (see pages 5 &6) shows an example of an Allotment Association constitution. In this example the Association is responsible for the running of the site, including collecting rents. This type of constitution would be akin to Option A.

6. Conclusions/Recommendations

It will not be possible to set up an Allotment Association unless there are sufficient numbers of allotment holders interested in participating and willing to take on the Committee roles.

It is therefore recommended that Whiteman's Green allotment holders are invited to meet with a Regional Representative/Mentor of The National Allotment Society. With our membership, this is a free service offered by the Society. The Society's representative can explain the benefits of setting their own rents, how they could apply for grant money, do their own inspections etc.

The National Allotment Society also recommend that the Council adopt Option B to begin with. This would allow the tenants to take on a more gradual role of developing an Allotment Association, allowing them to manage the site without having to collect rents. When the Association is more established they may wish to take on the role of collecting and setting rents.

It is also recommended that all new tenants must join the (Cuckfield) Allotment Association when it is formed. Also there should be clause which states they must be willing to take on a committee role for at least 1 year if they wish to rent an allotment. These terms should be written into the current Tenancy Agreement.

Name: Juliana Stafford
Title: Acting Assistant Clerk
Date: 29th July 2021

Appendix A: Example of an Allotment Association Constitution.



Earls Colne Allotment Association Constitution

1. Aims & Objectives

- To promote and encourage the cultivation and enjoyment of allotment gardening and develop gardening skills and knowledge.
- To conduct negotiations with the Parish Council and Landowners on all matters relating to the allotments.
- To protect and promote the biodiversity, landscape value and amenity. To manage all common areas of the allotment such as the main pathways and orchard, for the benefit of the members, and to enhance the natural environment.
- Foster good relations with residential neighbours and local statutory and non-statutory bodies;
- Undertake projects to improve the facilities of the Allotments Association.
- To maintain good communications by means of notice-boards, newsletters, web-site and any other suitable means to encourage the Committee to be representative of the diversity of the gardeners.
- To take action to protect members and their plots against damage, trespass and theft.
- To secure the site from vandals, dog fouling and other anti-social activities.

2. Membership

Membership of the Association shall be open to:

- All persons 18 years old and over who are allotment holders at the Newhouse Road Allotment site.
- Each **plot holder** (*whether full, half or double*) will be considered to have one vote in any decision making.

Termination of Membership

The General Committee shall have the right for good and sufficient reason (as detailed in "the rules") to terminate a membership, provided that the individual member shall have the right to be heard by the General Committee before a decision is made.

3. Powers and Duties of The Committee

A Management Committee will conduct the affairs of the Association. It shall consist of a Chairperson, Vice-Chairperson, Treasurer and Secretary and up to four other general members. All members of the Committee must be members of ECAA.

- The Committee must retire at the Annual General Meeting and will be eligible for re-election. Committee members that have not attended the minimum number of meetings in the preceding year, shall not be eligible for re-election.
- The Committee may fill any vacancies when necessary and such members will hold office until the next AGM.
- A quorum will be four members.
- The Committee will meet at least four times a year. Committee members should attend at least $\frac{2}{3}$ of all planned meetings.
- The Committee will be responsible for:
 - I. Conducting negotiations with the Parish Council for the use of the Allotments
 - II. Entering into an allotment site letting agreement with the Parish Council- "the lease".
 - III. Ensuring compliance with the terms of the lease.
 - IV. The letting of individual plots, the setting and collection of rents and any other levies which may be necessary from time to time.
 - V. Promoting and commitment to the Aims and Objectives of the Constitution.
- The General Committee may determine the powers and terms of reference of any Sub committee and duration of its activities (*such as Social or Fund-raising Events, organizing Bulk Purchases / deliveries, representation or arrangement of Horticulture Shows*).
- The Committee may authorize payments for works or materials necessary for the maintenance of the site. Approval by the ECAA members is required before incurring any **major*** expenditure. This approval may be sought via a General meeting or via formal communication (letter or email) as deemed appropriate by the Committee. 14 days notice will be given for either a meeting, or response to communication. Decision to proceed will be based on the majority response, with the Chairman having the final say if necessary.

* *Major expenditure means a sum of £500 or more, or such other figure as shall be agreed by the Association at a General meeting.*

4. General Meetings

- The Annual General Meeting will be held each January.
At this meeting;
 - The Chairpersons report for the previous year ending shall be presented.
 - Audited accounts will be presented. A person who is not a Committee member will be appointed to audit the accounts.
 - Honorary Officers and other members of the General Committee shall be elected.
 - Proposals to amend this Constitution to be considered if and when necessary.
 - Other business, of which due notice has been received, to be considered.
- A quorum shall consist of those attending the meeting.
- Special General Meetings may be called by the General Committee, or upon a request in writing to the Secretary, from at least 6 members.
- Members shall have a minimum of fourteen days notice, in writing, of all general meetings.

5. Rules of Procedure

Quorum: Four members of the committee will form a quorum at regular Committee meetings.
At General Meetings the quorum shall simply consist of those present.

Voting: All questions arising at any meeting shall be decided by a simple majority of those present and entitled to vote thereat. No member shall exercise more than one vote, but in the case of an equality of votes the chair shall have a second and casting vote.
Postal and Proxy votes will not be allowed unless there is a proposed major change to the Constitution of the Association.

Minutes: Minutes shall be kept by the General Committee and any sub-committee's which may have been established, and the appropriate Secretary shall enter therein a record of all proceedings and resolutions.

6. Finances

The Committee shall maintain a bank account in the name of the Association. The signatories shall be the Treasurer and the Chairperson and both must sign. All monies raised by or on behalf of the Association shall be applied to further the aims & objects of the Association and for no other purpose.

7. Allotment Rules for members

The Rules are designed to enhance the gardening experience of all members of the Association. It is a condition of the Tenancy Agreement that they are complied with by the members. Every member will be given a copy of the Constitution and the Rules together with the Letting Agreement.

8. Amendment to the Constitution and Rules

The Constitution and Rules may be varied from time to time by resolution of the members at a General Meeting. However, no change may be proposed for consideration which would be contrary to terms of the lease as agreed with the Parish Council.

9. Termination of the Association.

On cessation of the Association, for whatever reason, any monies remaining after payment of all expenses, outstanding debts and claims, shall be distributed equally amongst the current Members who have held plot rental Agreements for at least one year, and whose rental is not in arrears.