



Leigh-on-Sea Town Council

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Chairman: Cllr Bernard Arscott
Vice Chairman: Cllr Carole Mulroney
Town Clerk: Clare Milligan



Allotments Service Agreement Marshall Close Allotments Site

1. Overview

- 1.1 This document represents a Service Agreement ('the Agreement') between Leigh-on-Sea Town Council ('the Council') and the Marshall Close Allotments Association ("the Society") for the provision of allotment maintenance services on the Council's Marshall Close Allotments site ('the Site') Leigh-on-Sea.
- 1.2 The Council is the owner of the land at the Site which has been let for cultivation of allotment plots.
- 1.3 This Agreement outlines the scope of the maintenance work that is to be delivered and the responsibilities and obligations of both the Council and the Society.

2. Aim

- 2.1 The purpose of this Agreement is to devolve to the Society responsibility for the day-to-day maintenance of the Site.
- 2.2 This Agreement serves to strengthen the partnership between the Council and the Society in the delivery of allotment services for the benefit of all plot holders.
- 2.3 By entering into this Agreement the Council and the Society seek to improve the quality of allotment maintenance through the direct involvement of the Society and the plot holders themselves, to encourage self-help through plot holders' engagement with the running of the Site, to provide cost savings to Leigh taxpayers and to promote the interest and benefits of allotment gardening in the local community.

3. The Society' Responsibilities

- 3.1 The maintenance work to be provided by the Society is outlined below.
 - 3.1.1 *Cutting the grass in common areas including track verges.* To ensure that the grass is kept to an acceptable height, all areas will be cut at least once a month during the period April to October and when appropriate during November to March.
 - 3.1.2 *Maintaining the water tanks so that all tanks operate at full capacity.* This maintenance work will involve general repairs, replacing and adjusting ballcocks and taps, clearing blockages and cleaning out the tanks when necessary. Maintenance work should be carried out as expeditiously as possible and no tank should be inoperable for more than one week, excluding the period of December through to March.

- 3.1.3 *Removing rubbish from the site.* Rubbish may build up on common areas during the course of the year. It is the responsibility of the Society to periodically arrange for the removal of this rubbish so as to ensure that the Site remains safe and attractive.
NB It is the responsibility of the Council to remove asbestos from the Site (see below).
- 3.1.4 *Clearing brush from encroaching on common areas.* To ensure common areas are kept open and clear, it will be necessary to cut back brush, bushes and large weeds as and when required.
- 3.1.5 *Clearance of the Prittlebrook.* The Society will work with the Council to keep the bank and the brook clear of rubbish.
- 3.1.6 *Minor works (e.g. fence repairs, pruning).* The Society may undertake minor repairs from time to time at the request of the Council. Such work will be separately chargeable at a price agreed with the Council.
- 3.2 On behalf of the Council, the Society will introduce prospective plotholders to their plot and will make them aware of the rules and regulations included in the tenancy agreement.
- 3.3 The Society will be responsible for health and safety matters relating to the work undertaken by its operatives and contractors.
- 3.4 The Society will hold Public Liability Insurance which covers their operatives and contractors.
- 3.5 Every quarter the Society will provide a report to the Council outlining the condition of the Site, the maintenance work carried out over the previous quarter, a summary of correspondence received from plot holders concerning allotments maintenance, and details of any non-regular work and improvements undertaken. To assist the Council in its forward-planning, the report should also identify future action that may be required outside the scope of this Agreement. This is to be discussed in the public Community and Culture Committee meetings. It is the aim of the Council that the Site is maintained to a satisfactory level and that the interests of its tenants are safeguarded.

4. The Council's Responsibilities

- 4.1 Without prejudice to its statutory rights, duties and obligations under the letting agreements with individual allotment holders, the Council accepts responsibility for and agrees to carry out the following, subject to available resources:-

Maintenance of the existing boundary fences, gates and hedges, carrying out repairs and replacement as necessary.

Boundary hedge trimming and tree maintenance in common areas.

The Council will work with the Society to keep the bank and the brook clear of rubbish.

Maintenance of the underground pipework bringing water to the tanks.

Removal of asbestos that has been dumped on the Site.

Determination of the dates on which bonfires can be lit.

Maintaining a waiting list of prospective plotholders.

The Council will liaise with the Society when plots become available for rent and will arrange with the Society when new plot holders can be introduced to their plot.

5. Service Monitoring

- 5.1 The Council and the Society will carry out a joint inspection of the Site. This inspection will seek to confirm the overall condition of the Site and determine any improvements that could be made.

6. Fees and Termination

- 6.1 The Council and the Society will agree the annual fee for providing the allotment maintenance service.
- 6.2 The fee will be paid by the Council to the Society quarterly in advance.
- 6.3 In addition to the annual fee, the Council will pay the Society for any additional agreed work undertaken by the Society on its behalf. The price for such work will be agreed before the work is undertaken.
- 6.4 The Council or the Society may terminate this Agreement by giving three months' notice in writing.

Signed on behalf of Leigh-on-Sea Town Council

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Date:

Signed by the Marshall Close Allotment Association

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Date:

Name