

The future management of Child's Hill Allotments

1. Introduction

- Two years ago Barnet announced its intention to invite allotment societies to take on the complete management of their sites. At that stage, they had very little idea about how this might be done.
- Over a period of many months, the Barnet Federation of Allotment and Horticultural Societies negotiated with Barnet on behalf of the allotment societies possible mechanisms for self-management. In due course it was agreed that societies should be invited to enter into a leasehold agreement with Barnet.
- At all stages Federation representatives were kept informed of progress and asked to comment on successive draft leases.
- From the negotiations emerged an agreed model lease which could be used by all societies, with only minor variations as appropriate to individual sites.
- In January 2012, Barnet invited societies to express interest in taking on self-management on the basis of the model lease.
- The committee of the Child's Hill Allotment Society informed Barnet that it was interested, but made it clear that it could only proceed once the society has voted in favour.
- In March 2012, Barnet announced that at those sites which remain under council management at April 1 2013, rents to be paid by residents will be increased to £12 per pole and by non-residents to £25. In addition, the 50% reduction for over-60s will be removed.
- If the society agrees to go ahead, the committee will endeavour to complete the detailed negotiations in time for the site to be handed over before April 1 2013.
- If the society decides against self-management, then Barnet will continue to manage the site and to set the rents.

2. Lease

- The text of the model lease is contained in the paper AGM/2012/5
- It will need to be adapted in minor ways to meet the particular circumstances of each society.
- The term of the lease is about 38 years. This gives the societies long-term security and will be advantageous when applying to outside organisations, such as charities, for funding for projects.
- An annual rent of a peppercorn will be payable to Barnet. In other words, nothing.

- The lease will allow societies to let plots to their members and set appropriate rents and charges, and all tenants will automatically become members of the society.
- Since societies will have the entire responsibility for the running and maintenance of the sites, the rents and charges will have to be set at a level sufficient to cover the cost of both long-term and short term maintenance and other outgoings.
- It is a requirement of the lease that at the end of the term the site is returned in a condition that is no worse than it was at the start of the lease.
- Barnet will have no responsibility for the management of the site and would only intervene if the terms of the lease were broken.
- The lease imposes certain conditions on the society, including rules similar to the existing ones relating to structures, paths, bonfires, cultivation, etc., which must be included in the society's terms and conditions of allotment tenancy.
- The lease also includes a list of minimum criteria for allotment society constitutions.

3. Tenancy Agreement

- If the lease is signed, all the existing tenancy agreements between plotters and Barnet will be transferred to the society, on a date to be agreed.
- Plotters may then choose whether to continue with their existing agreement or to sign a new tenancy agreement with the society.
- The text of the proposed new tenancy agreement is in the paper AGM/2012/7
- It is very similar to Barnet's agreement but the notice period for informing tenants of changes to rents and charges is 6 months rather than 12.
- Anyone who chooses to continue with their existing Barnet agreement will be subject to Barnet's rules and regulations and will be legally required to continue to pay the rents set by Barnet.
- Those who sign an agreement with the society will be subject to the society's terms and conditions and will pay the rents and charges set by the society.

4. Terms and Conditions of Tenancy Agreement (local rules)

- The terms and conditions of tenancy agreement bring together in one place rules which are a requirement of the lease or of allotment legislation and rules which the society considers to be necessary in order to manage the site effectively.
- The proposed terms and conditions are in paper AGM/2012/8.

- They are based upon model terms and conditions which were drawn up by the Federation, but which have been adapted to the particular circumstances of Child's Hill, for example by the inclusion of a number of our existing local rules.
- Those rules which are a requirement of the lease or of allotment legislation are indicated in the terms and conditions by (L). They may not be changed by the society. The remainder may be added to, removed or amended by the society as circumstances change over the years.

5. The Constitution of the Child's Hill Allotment Society

- The existing constitution of the society was adopted in 2007 and minor amendments were agreed in 2010.
- It has served well as the constitution of a society with limited responsibilities, but if the society is to move to full self-management, it would have to be changed to satisfy the minimum criteria required in the lease, and to provide a structure better suited to the society's future role.
- There were several possible starting points from which to develop a new constitution; one was simply to make appropriate changes to the existing one; another was to start from scratch; and a third was to take a model constitution and adapt it to meet our requirements.
- It was decided to take the last course, since the Federation had produced a model constitution which, in addition to meeting Barnet's minimum criteria, covers in detail many aspects of society governance which are not present in the existing constitution.
- It was considered, however, that the model constitution gave undue power to the committee relative to the membership as a whole since, in order for self-management to work, it is important for all the membership to be involved and to understand that it will be the society not just the elected committee that is ultimately responsible for managing the site.
- While it will be necessary for the committee to be able to act independently of the membership in the normal day-to-day management of the site, it was felt, for example, that it should not have unfettered powers to spend the society's funds, with the only redress available to the members being the removal of the committee at an AGM.
- Furthermore, although the committee will inevitably have a better understanding of the costs of managing the site than the members at large, it was thought appropriate for the committee to bring forward to the AGM for approval any proposed changes to the level of the rent and other charges, and to explain why they are considered to be appropriate, rather than simply impose them.

- The proposed new constitution is in paper AGM/2012/6. It is the outcome of amending the Federation's model constitution to incorporate the spirit of our existing constitution.

6. The next steps

- It must be decided at this AGM whether the society agrees in principle to the committee's recommendation that it takes over the complete management of the site for a term of about 38 years.
- If it does, then it will be asked to agree to the officers signing a lease and to the adoption of the new constitution, the tenancy agreement and the associated terms and conditions.
- If we are to achieve the aim of being self-managing by April 1 2013, it is necessary for all these motions to be passed. It would not be possible at this stage to make changes to the proposed constitution or terms and conditions, so we ask you to accept them now and, should any changes be thought to be necessary, to propose motions to that effect at next year's AGM.
- In making these proposals, we must emphasise that it is the society as a whole, not just those elected to the committee, who will be responsible for the site's management. It should be thought of as a co-operative venture. We will all be in it together.
- To underline this, among the proposed terms and conditions is one which says that tenants must be prepared to contribute their time and effort to assist with the running and management of the site.
- If the motions are all passed, then we shall urge Barnet to start immediate negotiations with us over the details of the lease.
- Once the lease has been signed, we shall invite tenants sign a new tenancy agreement with the society to replace their Barnet tenancy agreement.
- If the society does not agree to take on the management of the site, we shall notify Barnet that it will be required to continue to manage the site and set the rents.

CHAS Committee
June 8, 2012