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## **LETTER OF UNDERSTANDING**

**between South Petherton Parish Council**

**and the Whitfield Lane South Petherton Allotment Society**

This letter of understanding records the agreement between South Petherton Parish Council (SPPC) and the Allotment Society about their respective responsibilities which enables the efficient running of the Whitfield Lane South Petherton Allotments. It is signed by parties elected or lawfully entitled to do so on behalf of South Petherton Parish Council and the Whitfield Lane South Petherton Allotment Society. The aim of the elected Allotment Management Committee is to support the Parish Council in the management of the allotments in accordance with the terms of this Letter of Understanding, the Allotment Society Constitution, Rules, and Tenancy Agreement.

The agreements set out in this document shall apply from the date hereof until either party shall give three months' notice to the other; in such instance, the powers here delegated shall cease forthwith. The document will be reviewed when required by either party.

### **Definitions**

- "The Council" means South Petherton Parish Council.
- "The Society" means the Whitfield Lane South Petherton Allotment Society, an unincorporated body. South Petherton Allotment Society is run by an elected Management Committee comprising of Members of the Allotment Society.
- "The Allotment Site" means that land contained within the outer perimeter fences of the allotment gardens on the land known as Whitfield Lane and is indicated in Appendix I of this document
- "An Allotment Plot" means the land which is let for cultivation to individual plot holders within the Allotment Site.
- "Plot Pathways" means those areas between plots.
- "Communal Areas" mean the land within the site which is not available as plot land.
- "Communal Facilities" mean designated space, equipment, and structures within the Communal Areas.
- "AMC" means Allotment Management Committee

In this document, words referring to one gender will be read as referring to any gender and words referring to the singular will be read as referring to the plural and vice versa.

### **Key roles and responsibilities of the Council shall include;**

1. Managing the collection of the annual rent (per plot or part-plot) made payable to the Council.
2. Use the annual rents to fund the Council's allotment maintenance responsibilities. This includes the grass cutting as indicated in Appendix II which is part of the grass cutting contract awarded by the Parish Council & maintenance of the boundary fences & hedges.
3. Manage the collected rents and plot holders deposits in a ring-fenced account.
4. Consider requests from the AMC for funds from the ring-fenced account if/when any large spend/projects for the allotments are identified by the Society.
5. Issue a Tenancy agreement to new tenants.

6. The council will make available to the AMC annually the allotment ring fenced account summary.
7. Such infrastructure or facility as it judges necessary to ensure the continued provision of allotments.
8. Annually determining the rent per plot to be paid by each allotment holder in consultation with the AMC.
9. Maintaining the allotment site boundary fences, gates, grass and hedges in good condition.
10. Conduct periodic risk assessments and provide public liability insurance for the public communal areas – these being detailed as the car parking areas, the allotment boundaries, fence & gates, the internal footpaths & common areas, and vacant/unused plots.
11. Maintaining the communal facilities which it has been agreed are its responsibilities.
12. Provide a nominated South Petherton Parish Councillor as the representative liaison Councillor who will be the initial point of contact for the Society and will receive briefings from the AMC in support of the Parish Council Meetings.
13. To serve eviction notice to tenants who have been reported by the AMC as any persistent or serious breach of tenancy conditions.
14. Resolve disputes and disagreements which the AMC have been unable to resolve to the satisfaction of the plot holders.
15. Can intervene, or if necessary, dissolve the Society, if the behaviour of the Society proves to be detrimental to the Allotment Site or the provision of the Allotment service.
16. Take responsibility for all legislation related to the legal requirements for managing a Society in terms of data protection, risk management, diversity, and inclusion, safeguarding etc and advise the AMC periodically so that they can effectively support the Parish Council in the execution of their duties.
17. When the AMC agree to form maintenance working parties to maintain the allotment site and reduce cost to the taxpayer the parish council will insure the working party members subject to the submission of working party names and a risk assessment of the work to be conducted.
18. The council will maintain the tenancy agreement in accordance with any statutory or regulatory changes.
19. The council is responsible for the Tenancy Agreement and Letter of Understanding

**Key roles and responsibilities of the Society shall include;**

1. Set up the Society with a full operating committee and provide the Council with the names and contact details of the officers of the Society with whom the Council can communicate.
2. To abide by this Letter of Understanding, and the Society Constitution and Rules.
3. Encourage plot holders to become members of the National Allotment Society.
4. Set up and manage an Allotment Society bank account to hold its petty cash funds, and other funds raised (such as grants) with authority to spend this in line with the Society Constitution.
5. To assist the Council with the day-to-day management and care of the Allotment Plots and Plot Pathways as agreed
6. Maintaining a waiting list for any vacant plots and providing information to prospective tenants, in accordance with the policy of the Council.
7. Allocating plots to new tenants and ensuring they are fully aware of the Rules.
8. Supporting the Council in maintaining a register of member’s details, in accordance with data protection requirements, and to provide changes of information to the register to the Council in a timely manner
9. Encouraging members of the Society in safe cultivation of the Allotments, following the principles of good husbandry in accordance with the Rules.
10. Making representation to the Council if the Society deems a review of the Tenancy Agreement is required.
11. Maintaining vacant plots and the site within the abilities of remaining plot holders who are willing and able to support organised working parties by the AMC.
12. Reporting to the Council any persistent or serious breach of tenancy conditions by any tenant.
13. Providing briefings to the nominated councillor and Parish Clerk to support the Parish Council meetings.
14. Event management insurance such as open day events, will be the responsibility of the allotment Society.
15. The AMC is responsible for the Society Constitution and Rules.

Signed: ..... Name .....

and ..... Name .....

on behalf of South Petherton Parish Council

Signed: ..... Name .....

and ..... Name .....

on behalf of the Whitfield Lane South Petherton Allotments Society

Date:

**Related Documents**

- Whitfield Lane South Petherton Allotments Society Tenancy Agreement
- Whitfield Lane South Petherton Allotment Society Constitution
- Whitfield Lane South Petherton Allotment Society Rules
- Appendix I – Map of Whitfield Lane Allotments – Nov 2023
- Appendix II – Map of Grass cutting requirements – Nov 2023

