

## **Notice of a Decision Session**

### **Executive Member for Culture, Leisure & Tourism**

**To:** Councillor Reid (Executive Member)

**Date:** Monday 25 September 2017

**Time:** 4.30 pm

**Venue:** The Thornton Room - Ground Floor, West Offices  
(G039)

## **AGENDA**

### **Notice to Members – Post Decision Calling In:**

Members are reminded that, should they wish to call in any item\* on this agenda, notice must be given to Democratic Services by **4:00 pm** on **Wednesday 27 September 2017**.

\*With the exception of matters that have been subject of a previous call in, require Full Council approval or are urgent which are not subject to the call-in provisions. Any called in items will be considered by the Customer and Corporate Services Scrutiny Management Committee.

Written representations in respect of items on this agenda should be submitted to Democratic Services by **5.00 pm** on **Thursday 21 September 2017**.

## 1. **Declarations of Interest**

At this point in the meeting, the Executive Member is asked to declare:

- any personal interests not included on the Register of Interests;
- any prejudicial interests;
- any disclosable pecuniary interests

which they may have in respect of business on this agenda.

## 2. **Minutes** (Pages 1 - 4)

To approve and sign the minutes of the Decision Session held on 18 April 2017.

## 3. **Public Participation**

At this point in the meeting, members of the public who have registered their wish to speak at the meeting can do so. The deadline for registering is at **5.00 pm on Friday 22 September 2017**. Members of the public may register to speak on an item on the agenda or an issue within the Executive Member's remit.

### **Filming, Recording or Webcasting Meetings**

Please note this meeting will be filmed and webcast and that includes any registered public speakers who have given their permission. This broadcast can be viewed at <http://www.york.gov.uk/webcasts>.

Residents are welcome to photograph, film or record Councillors and Officers at all meetings open to the press and public. This includes the use of social media reporting e.g. tweeting. Anyone wishing to film, record or take photos at any public meeting should contact Democratic Services (contact details are at the foot of this agenda) in advance of the meeting.

The Council's protocol on Webcasting, Filming & Recording of Meetings ensures that these practices are carried out in a manner both respectful to the conduct of the meeting and all those present. It can be viewed at: [http://www.york.gov.uk/download/downloads/id/11406/protocol\\_f\\_or\\_webcasting\\_filming\\_and\\_recording\\_of\\_council\\_meetings\\_20160809.pdf](http://www.york.gov.uk/download/downloads/id/11406/protocol_f_or_webcasting_filming_and_recording_of_council_meetings_20160809.pdf)

**4. York Learning Strategic/Service Plan 2017/18**  
(Pages 5 - 18)

This report presents York Learning's strategic / business plan for the academic year commencing in September 2017.

**5. Future Management of Allotments Next Steps**  
(Pages 19 - 62)

This report seeks approval to transfer the management of council run allotments to York Allotments Charitable Incorporated Organisation.

**6. Urgent Business**

Any other business which the Executive Member considers urgent under the Local Government Act 1972.

Democratic Services

Contact Details:

Telephone – (01904) 551088

Email – [democratic.services@york.gov.uk](mailto:democratic.services@york.gov.uk)

For more information about any of the following please contact the Democracy Officer responsible for servicing this meeting Democratic Services

- Registering to speak
- Written Representations
- Business of the meeting
- Any special arrangements
- Copies of reports

Contact details are set out above.

**This information can be provided in your own language.**

**我們也用您們的語言提供這個信息 (Cantonese)**

**এই তথ্য আপনার নিজের ভাষায় দেয়া যেতে পারে। (Bengali)**

**Ta informacja może być dostarczona w twoim  
własnym języku. (Polish)**

**Bu bilgiyi kendi dilinizde almanız mümkündür. (Turkish)**

**یہ معلومات آپ کی اپنی زبان (بولی) میں بھی مہیا کی جاسکتی ہیں۔ (Urdu)**

** (01904) 551550**

City of York Council

Committee Minutes

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Meeting	Decision Session - Executive Member for Culture, Leisure & Tourism
Date	18 April 2017
Present	Councillor Ayre
In Attendance	Councillor K Myers

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### **33. Declarations of Interest**

At this point in the meeting, the Executive Member was asked to declare any personal interests not included on the Register of Interests, any prejudicial interests or any disclosable pecuniary interests which he had in the business on the agenda. No additional interests were declared.

### **34. Minutes**

Resolved: That the minutes of the last Decision Session held on 13 March 2017 be approved and then signed by the Executive Member as a correct record.

### **35. Public Participation**

It was reported that there had been one registration to speak under the Council's Public Participation Scheme.

The Chief Executive of York Museums Trust (YMT) was in attendance to speak on item 4, York's Museum Trust Funding 2017-20. She confirmed that they supported the funding agreement and felt that under the current economic climate the report put forward was the best strategy for the future. She stated that the partnership between City of York Council and YMT worked well and supported the four elements in the funding agreement.

### **36. York Museums Trust Funding 2017-20**

The Executive Member considered a report which asked him to approve a funding agreement between City of York Council (CYC) and York Museums Trust (YMT) for the period 2017-2020.

The Assistant Director of Communities and Equalities gave an update and confirmed:

- That following a Learning and Culture Policy and Scrutiny review a new process to formalise City of York Council's funding relations with YMT was agreed at Executive.
- The Funding Agreement consisted of four elements:
  - (i) Common Partnership Objectives
  - (ii) Reporting mechanisms
  - (iii) a 5 year rolling Financial Plan
  - (iv) a Capital Development Plan.
- The Learning and Culture Policy and Scrutiny Committee would continue to receive bi-annual reports.

The Executive Member noted the key elements and commented on the report. He welcomed the improved working relationship and confirmed that CYC was committed to supporting such a vital provision. He agreed that cross party unity would further support the priorities going forward and he thanked the Trust for the quality of access to their venues.

Resolved: That the Funding Agreement be approved.

Reason: To ensure a vibrant and sustainable museums service over the long-term

### **37. Improving York's Parks and Gardens**

The Executive Member considered a report which asked him to approve funding for schemes included in phase 1 of the Improving York Green Spaces Community Project.

The Operations Manager gave an update and confirmed York CVS had been approached to prepare a package of proposals to encourage and support volunteering opportunities in Rowntree Park, West Bank Park, Glen Gardens, Hull Road Park and Clarence Gardens. He highlighted the proposals put forward and confirmed that any remaining funding would be allocated to further schemes to be developed during the second phase.

The Executive Member commended the work of officers and York CVS and he thanked those organisations who had volunteered to support the schemes and develop them. He agreed that further voluntary opportunities should be supported to allow volunteers to develop their skills and progress.

Resolved:

- (i) That the funding for those schemes identified in paragraph 9 of the report be approved.
- (ii) That an update report be received at a future Culture, Leisure and Tourism Decision Session.

Reason: To harness the talents and energies of the community and to support more sustainable care of the city's green spaces.

Cllr Ayre, Executive Member

[The meeting started at 4.30pm and finished at 4.40pm].

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**Decision Session - Executive Member for  
Culture, Leisure and Tourism**25<sup>th</sup> September 2017

Report of the Assistant Director (Communities and Equalities)

**York Learning Strategic / Service Plan: 2017/18****Summary**

1. This report presents York Learning's strategic / business plan for the academic year commencing in September 2017. This forms a key part of the governance arrangements for the service.

**Recommendations**

2. The Executive Member is asked to consider the attached Strategic / Service plan (Annex 1) and approve it subject to any suggested changes.

Reason: To provide sound governance for York Learning Services.

**Background**

3. York Learning is a council service which delivers a range of learning programmes to support people into employment, to improve their skills, and to support their personal development. The service is funded almost exclusively from external contracts. For the academic year 2017/18 income projections are estimated at £2.8m. This is the third year of funding growth.
4. This report gives an overview of the service and sets out some of the opportunities and challenges over the next 12 months. It also includes an outline action plan. This is used to form the basis of a more detailed plan which is presented to scrutiny committee and used to monitor progress against actions. There is a set of key performance data included with Annex. This is included as a mechanism to report key milestones and progress to Scrutiny Committee at 6 months and then academic year end.

**Consultation**

5. The plan is presented for consultation and approval. It has gone through some internal service consultation with senior managers and is

in part as a result of a rigorous self-assessment process which is ongoing.

### **Options**

6. The attached plan is presented for comment and amendment by the Executive Member prior to approval.

### **Analysis**

7. This will be a dynamic document with actions added as appropriate. Any major changes to the plan will be presented to and approved by the Executive Member.

### **Monitoring and Review**

8. Performance against the action plan is reported to Children, Education & Communities Policy & Scrutiny Committee twice yearly in the form of an update report.
9. In October, the Executive Member receives the service's self-assessment report which draws on performance in the previous academic year and helps to shape the strategic plan for the following academic year. Actions resulting from the self assessment report are included in a service quality improvement plan ( QIP).

### **Council Plan**

10. The plan takes account of wider council objectives as part of the new council plan and city's Skills Strategy. The service is also subject to national policy directives and funding constraints.

### **Implications**

11. **Financial:** This service plan is designed to be implemented at zero base cost to the Council. Variations in expenditure and income will be reported through the usual management financial reporting arrangements.
12. **Equalities:** The report has no equalities implications that arise directly from the attached Strategic/service plan, although some of actions will be subject to equalities impact assessments. Service managers are fully aware of duties under the equalities legislation and implement equalities actions as part of a regular cycle of quality improvements and actions.
13. **Crime and Disorder:** Whilst there are no direct crime and disorder implications contained within the plan, the service has a strategy to

support the “Prevent” strand of the Governments Anti-Terrorism strategy. This is part of clear contractual and legal requirement.

14. **Property:** There are no immediate property implications; however, one of the service actions is to reduce costs associated with its 16-18 programmes and this may have property implications in the future.
15. There are no additional Human Resources, Legal, Information Technology, or Other implications arising from the report.

### **Risk Management**

16. In compliance with the Council’s risk management strategy the main risks that have been identified are those which could lead to the inability to meet business objectives and to deliver services, leading to damage to the Council’s reputation and failure to meet stakeholders’ expectations. The level of risk is assessed as “Low”. This is acceptable but means that regular monitoring is required of the operation of the new arrangements.

### **Contact Details**

**Author:**

Alistair Gourlay  
Head of York Learning  
Tel No: 554294

**Chief Officer Responsible for the report:**

Charlie Croft  
Assistant Director (Communities and Equalities)

**Report  
Approved**

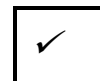


**Date:** Sept 27th  
2017

**Specialist Implications Officer(s)** None

**Wards Affected:**

All



**For further information please contact the author of the report**

**Background Papers:** None

**Annex 1:** York Learning Strategic Plan 2017/18

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# **York Learning Strategic Plan 2017/18**

**Service:**

**Communities, Culture and Public Realm**

**York Learning**

**Directorate:**

**Children, Education and Communities**

**Director:**

**Jon Stonehouse**

**Cabinet  
Member:**

**Executive Member for Culture, Leisure and Tourism**

## Section 1: The Service

York Learning is a CYC service that focuses on improving people's core skills, including English, maths, ICT and skills for work and contributing to their health and well being. The service also provides the largest range of leisure and health and well being learning programmes in the city. Provision is secured exclusively by external funding and contracts and the service has a zero base budget.

Turnover for 2017/18 academic year is expected to be £2.8m, (an increase of £160k on 16/17), mainly as a result of increases in funding for 16-18 work, fee income and loans funded provision. There is likely to be some reductions in funding for Apprenticeships, partly as a result in some significant changes to national funding.

The service employs 180 staff, with some 60 full and part-time contracted staff and 120 sessional tutors and support staff. The service had just over 5500 student enrolments in 2016/17, just over 4000 individual students. Currently the service operates from 40 community venues with substantial provision at York and Acomb Explore, Huntington, Fulford and York High secondary schools and Huntington Community centre, as well as in local primary schools and children's centres. The service operates a full-time 16-18 foundation learning programme from Rougier House, where there are dedicated learning rooms and a fully equipped ICT suite. The service management headquarters and main service reception are located within CYC customer centre.

The service was rated as a "Good Provider" as a result of inspection in February of 2016. Success rates in the majority of areas of provision are above the national average (judged as the % of those people successfully achieving the qualification compared with those who started the course), as reported in the service self-assessment report. Success rates for Childcare and ICT (Information and Communications Technology) remain good, and results for level 2 and 3 counselling are outstanding. There has been a significant improvement in success rates for 16-18 provision, following a very thorough and detailed improvement plan. However success rates in functional English and maths at both level 1 and 2 need further improvement in 17/18 although the improvement trend is upward. The service will be reporting a downturn in success rates for Apprenticeships in 16/17, as a result of some legacy issues with a number of individuals and some poor retention. This will mean success rates are now below minimum standards and this will mean some intervention by the Education and Skills Funding Agency. Whilst this is regrettable it is partly as a result of the sectors where the service offers provision, in both Childcare and Health and Social Care which have high levels of staff turnover. The service has robust plans in place to address this issue but some of the lack of achievement is beyond our control.

The service continues to grow the highly successful leisure learning programme at a time when other local authority providers have substantially reduced this type of provision. This growth has now been sustained for some 3 years and it is not clear as to whether this can be maintained. This has not only enabled the service to continue to offer local residents highly valued and popular courses, but enabled some cross subsidy of other programmes where fee income is impossible to collect.

## Section 2: Mission and Vision

The service mission and vision are drawn from the CYC Council Plan. The service will seek to support and implement clear council policies relating to Skills and Employment focussing on supporting Adults to improve their life chances, but also on improving Adult Skills to support young people, particularly through Family Learning. Where appropriate the service will work with local employers to improve the workforce skills and support new developments as appropriate. The service mission and vision are included below:

### Our Vision

**All our clients have the skill and motivation to maximise their life chances**

### Our Mission

**Support people to achieve the best they possibly can, by delivering learning, skills and employability programmes to suit their needs**

## Section 3: Operating Context

The service primarily provides learning and related support to adults, in partnership and with links to a number of other learning providers. It has a unique place in the city offering a non-campus based programme in local communities; a positive feature often sighted by learners. There are close partnership links with Explore York, who provide three well used community spaces for delivery, York Explore, Acomb Explore and Clifton. These high quality spaces are vital to the delivery of York Learning programmes.

There are strong partnership arrangements through York Community Learning Partnership and Higher York for the planning and promotion of learning. York WEA, (Workers' Educational Association) York College, York Explore, York Museum Trust and York University are significant and active partners who collaborate to produce joint publicity, celebration events and other promotional activity. The Family Learning team liaise with children's centres, local primary schools and education advisers to ensure programmes support local early years and primary school priorities and initiatives. There are very strong and productive relationship with Blueberry Academy, Choose2youth and United Response in delivering 16-18 and personalised learning for 19-25 year olds. This secures provision for the most vulnerable learners in the city and provides a highly cost effective programme.

An important aspect of work for the service has focussed on preparing people for work and developing their skills so that they can improve their work and life chances. Whilst this work continues, it is becoming more challenging as the current relatively low levels of unemployment mean that the focus is shifting to support some of those who are the most vulnerable who are often some way from the job market. This work involves intensive one to one support for individuals of often means tackling complex and deep seated personal, emotional and socio economic problems.

Over the past 12 months the service has managed to secure a number of small externally funded contracts, (ESF and Big Lottery funding) through working with both Leeds City Region LEP (Local Enterprise Partnership) and York and North Yorkshire LEP. This may involve work beyond the city boundaries, either in direct delivery or in partnership work as part of a larger contract. It should be

noted that these contracts bring with them an enormous burden of bureaucracy that at times interferes with service delivery to clients and customers and means that securing small contracts can lead to significant increases in admin work to support them.

In common with most public sector organisations, core funding for provision is reducing year on year and the service is continually seeking new funding streams to diversify its offer, in order to be able to continue to support some of the most vulnerable adults and young people in the city. This includes developing more “full-cost” provision (with a view to investing more in targeting learning) and competing in the market place for new business. The service is well placed to take forward opportunities for ESIF (European Structural Infrastructure Funding), although this is now clearly going to be limited, mainly in supporting individuals who are unemployed or those returning to the workplace.

Recently the service has begun some strategic discussions with North Yorkshire Adult Learning Service and more latterly with East Riding with a view to developing some collaborative and jointly managed working practices. This work is likely to increase in importance over the next 12 months.

## Section 4: Priority Focus

Key priorities for the service remain on developing skills for employment and to support health and well being. The service continues to focus on core skills of English, maths and ICT as these are the building blocks for the development of other skills and are key to the development of further learning. In brief priority areas include:

- Developing and improving skills in English, maths and ICT
- Learning to support people back into work or to improve in work skills to enable them to progress
- Full time 16-18 programmes, including personalised learning programmes for some of the city’s most vulnerable young people
- 19+ High Needs Support, personalised learning programmes through sub-contracted arrangements
- 16-18 and 19+ Apprenticeships, supporting national and local priorities
- Developing the skills of parents and carers to support children’s learning
- Learning to support and improve peoples’ mental health and well being
- Personal development and leisure learning

## Section 5: Challenges

Funding for programmes remains the single key challenge for the service. The service has to balance the need to secure additional contracts to respond to the needs of local people and keep staff meaningfully employed, with the bureaucratic burden that new contracts bring. Over the past 12 months the service has only been able to secure a number of small contracts to work with those people seeking to get back into the job market. Managing the contract requirements and the necessary bureaucracy has proved very challenging and frustrating for staff whose primary motivation is to support individuals.

There are also some risks associated with contract compliance and reaching maximum contract values. Whilst action is taken to monitor and mitigate those risks, there remain some challenges in ensuring that the resources dedicated to fulfilling the contracts do not exceed the value of the contracts themselves. This is particularly a risk in the early “capacity building” phase of a new contract, where initial investment is needed to secure the delivery model, but where the funding is insufficient in the early



stages to cover this. Ensuring a model is developed to cope with this is important.

One very specific contract risk that was identified in the previous strategic plan related to the 16-18 full time learning programme. Whilst the risks identified previously still remain, increases in funding into this area, due to the increase in student numbers and effective management to maximise funding are now mitigating this risk.

Apprenticeship reform at a national level continues at a pace. Whilst this is a complex area, in essence the risks to the service come from the switch in control of funding to employers and the fact that for the first time many employers will have to make “cash” contributions for apprenticeship programmes. This opening up of the market place clearly poses some risks to this aspect of the service’s provision. There is still a fair amount of turbulence in the sector and the arrangements to fund and secure apprenticeship provision, particularly for SME’s remains challenging.

Finally, the role of the Local Enterprise Partnerships (both Leeds and York and North Yorkshire) and the potential affects of “Devolution” are sure to have an impact on funding for the service. Whilst the switching of control of funding from a national to a regional level is a positive development, competing for funding with other areas where levels of deprivation and unemployment might be greater, does pose some risks. Whilst direct impacts are unlikely to be felt in 2017/18, or indeed 18/19, impacts are likely to be significant in subsequent years.

## York Learning Strategic Service Plan : Actions 2017/18 Academic Year

Ref	Activity	Target date	Performance 16/17	Target for 17/18	Commentary
1	Continue to develop partnership and collaborative working with neighbouring local authorities	Ongoing	New measure		<i>Over the past 6 months the service has been working closely with North Yorkshire County Council and East Riding County Council to discuss closer working arrangements and collaboration. This has already led to some joint working and the setting up of a number of working groups. It is too early to judge the impact of the groups. It is expected that this will gather pace in 17/18.</i>
2	Continue to secure and extend provision for High needs support students as part of a "Personalised Learning" for 16-19 year olds and for 19-24 with learning difficulties and disabilities	Ongoing	69	85	<i>There is a significant increase in learner numbers for the academic year 2017/18 as fewer students seek places outside of the city. However the funding methodology of "lagged funding" common to all post-16 institutions, poses some particular challenges for York Learning in working with sub-contractors. The service is working closely with colleagues in the 16-19 team to mitigate this risk.</i>
3	Revise Digital inclusion offer as a result of recent policy changes and funding for ICT	Sept 2017	New measure	N/A	<i>This is likely to mean working more closely with organisations who identify individuals who are digitally excluded for examples carers.</i>
4	Deliver 6 jobs fair as part of a strategy to support York residents into work	Sept 2017	New measure	70 employers 800 attendees	<i>These events are highly valued by employers as a means of seeing a large range of individuals in a relatively short period of time. The last jobs fair April 2017 had a waiting list for employers. The jobs fair organised for the end of September is currently full with a waiting list.</i>
5	Develop further English for Speakers of Other Languages programmes in response to demand	Sept 2017	New measure	No target numbers set	<i>Demand for these programmes has increased over the past 12 months as a result of some demographic changes in York. One of the challenges that remains is securing suitable city centre premises to deliver the programme.</i>

6	<b>Apply for and secure an increase in Advanced Learner Loans Funded allocation to support the development of new programmes</b>	Oct 2017	£200k	£250k	<i>Programmes funded by Advanced Learner Loans have been expanded to the extent that demand is now out stripping supply. An application for further funding will be submitted shortly.</i>
7	<b>Increase full cost programme to ensure a diverse and varied offer and develop a robust fee income stream</b>	31/03/18	£415k	£425k	<i>We are setting a revised target to increase fee income of 2.5% a year, a reduction from 5% in 16/17.</i>
8	<b>Work with York Explore to secure provision for the new Burnholme Hub with particular emphasis on the city wide counselling programme</b>	Dec 2017	New measure	New measure	Whilst the provision is planned to begin in September 2018 there is some significant work to complete in advance of that date. Initial discussions with Explore York have been encouraging.

## Performance Targets 2017/18

The following are some general performance information that the service uses as part of its performance management measures. These are further split into smaller “subject targets” for individual managers and monitored on a quarterly basis.

	Target area	Date	16/17 Actual	17/18 Target	Commentary
9	Fee income	31/03/18	380k	410k	Unlike most of the targets in this plan, this is a <b>financial year target</b> . We are above profile on this measure and are likely to exceed original target. Figure in brackets does not include receipt in advance.
10	Student enrolments to non-qualification bearing courses	31/07/18	4800	5400	We continue to see a steady increase in learner numbers directly in relation to fee income.
11	Total number of 16-18 Apprenticeships (Starts) (Carried over)	31/07/18	30	30	This is likely to be fewer than in previous years as there is a fair amount of turbulence in the sector
12	Total number of 19+ Apprenticeships (Starts) Carried over	31/07/18	75	75	<i>See above</i>
13	GCSE English	31/07/18	30	36	This is a static figure as this is determined by fixed funding
14	GCSE Maths	31/07/18	58	60	<i>See above</i>
15	Functional English	31/07/18	212	212	Targets are static as they are determined by funding which has not increased. These numbers represent individual qualification aims and not learners. English includes accredited ESOL programmes

16	<b>Functional Maths</b>	31/07/18	142	142	See above
17	<b>Full time 16-18 Foundation Learning Programme</b>	31/07/18	36	36	This programme has undergone a change in curriculum with revised eligibility criteria and induction process. This has significantly increased the retention rate and achievement rates
18	<b>Full time 18-25 High Needs Support students personalised learning programmes</b>	31/07/18	33	53	We are anticipating a significant increase in numbers of High Needs Students coming through our provision in academic year 17/18. The majority of this provision is sub-contracted with Blueberry Academy, Choose2youth and United Response
19	<b>Functional Skills English 16-18</b>	31/07/18	18	18	These represent a very small cohort of learners
20	<b>Functional Skills Maths 16-18</b>	31/07/18	15	15	See above
21	<b>Overall success rate for service</b>		78.3%	80%	We are reporting on this for the first time this year within this report. However more detailed information about performance across a range of measures can be found with the services Self Assessment Report. (SAR) Please note that performance for 2016/17 is subject to final confirmation as the service is still awaiting some further results.

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**Decision Session - Executive Member for  
Culture, Leisure and Tourism**

25 September 2017

Report of the Director of Economy and Place

**Future Management of Allotments Next Steps****Summary**

1. This report seeks approval to transfer the management of council run allotments to York Allotments Charitable Incorporated Organisation.

**Recommendations**

2. The Executive Member is asked to transfer the management of council run allotments to York Allotments Charitable Incorporated Organisation (York Allotments CIO or Charity for short).  
Reason: To harness the talents and energies of the community and to move the service onto more sustainable management arrangement.

**Background**

3. In January 2017 the Executive member agreed to the development of a new management model for the council's allotments as part of the council-wide programme of exploring new ways of delivering services, including community-led management.
4. The Council manages some 1,250 allotment plots spread over 18 sites. The sites are: Bootham Stray, Carr, Field View, Fulford Cross, Hospital Fields, Glen (in Scrope), Green Lane, Hob Moor, Holgate, Hospital Field, Hempland Lane, Howe Hill, New Lane, Low Moor, Scarcroft, Strensall, Wigginton Road and Wigginton Terrace.
5. The council owned site at Bustardthorpe is not included in this proposal as Bustardthorpe is already managed by tenants.

6. In the January 2017 Executive report it was reported that a number of councils around the country have allotment sites which are run independently from their local council; this includes both single sites and larger groupings of sites. The arrangements take on a variety of forms such a federation of tenants, a charity, Industrial and Provident Society, a not for profit company or another similar body. In all cases the council continues to own the land and protects it use through a lease.
7. Since January a group of allotment tenants drawn from the autumn 2016 workshops have been exploring a variety of models of future service management arrangements. The group focused their efforts on two main approaches a Charitable Incorporated Organisation (CIO) and a Community Interest Company (CIC). By a 7 votes to 3, with one abstention, the group elected to develop a CIO.
8. The key to developing any such arrangements is to have suitably motivated and experienced volunteers who are willing to take on leadership and administration roles. Six members of the workshop agreed to become the founding Trustees of the CIO (one has subsequently resigned). They have experience and knowledge across a wide range of suitable fields including allotment administration, horticulture, managing community business, charities and trusteeships, Town Planning and Law. Further information on the Trustees is provided as Annex 1.
9. In setting up the CIO the Trustees have been very careful to follow Charity Commission guidelines. This includes the requirement to call an Annual General Meeting (AGM) open to all tenants (all allotment tenants are automatically members of the Charity and therefore entitled to a say in the running of the organisation), within 18 months of their registration and for all Trustees to put themselves forward for re-election (should they wish to continue) at that first AGM. The Charity Commission gave their approval to the York Allotments Charitable Incorporated Organisation in mid August. A copy of the Constitution is provided as Annex 2.
10. The Charity constitution allows for up to 9 Trustees; this means that the opportunity is open for 4 new Trustees join or be co-opted onto the Board during the first year so increasing its skills, knowledge and resource base. A majority of Trustees must be drawn from tenants.



11. The proposal in this paper does not remove the legal duty on the authority to provide allotments should more allotments be required. The council will also continue to take a lead on advice on Planning matters relating to allotments.

### **Proposal**

12. York Allotments CIO will manage all of the allotment sites identified in Paragraph 4 including setting and collecting rents, administering lettings, arranging and carry out repairs and maintenance. They will do so through the Board of Trustees, by employing or buying administrative support and by working through site secretaries and other volunteers.
13. York Allotments CIO are setting up their own bank account, and will prior to taking on day to day management:
  - take out £5m of Public Liability Insurance, and, if necessary, Employee Liability Insurance
  - develop a new tenancy agreement
  - develop manual for the running of the sites, which includes how warnings and evictions for non cultivation or other breaches of the tenancy will be dealt with, rules of the keeping of livestock and erection of sheds, green houses and other structures and an appeals process
  - establish communication channels with tenants to report problems e.g. leaking taps
  - establish local arrangements for repairs and maintenance e.g. grass and hedge cutting
  - transfer utility bills
14. A headline income and expenditure plan for the first few years of operation has been provided at Annex 3. The business plan for 2018 and 2019 is based on freezing rents at 2017 levels.
15. York Allotments CIO will continue to use the Colony Enterprise software system (tenant database). This will be hosted by the supplier rather than on a council server and training on use of the system is being arranged for September. York Allotments CIO is bound by Data Protection regulations and as the original holder of the database the council retains ongoing liability for any misuse.

16. For 2018 the Charity will issue new tenancy agreements to all tenants. This will be based upon the existing conditions which are provided as Annex 4.
17. The council will continue to own the land and will lease it to York Allotments CIO; the terms of which will be considered by the Executive in August. As part of this exercise there are no proposals to either close allotments or sell any land, and neither will the CIO will not have this ability.
18. The council will retain a number of ongoing liabilities such as certain walls, hedges, surfaced roads and culverts. These will be detailed in the lease. The provision and emptying of dog waste bins will also remain with the council.
19. A list of outstanding works is being compiled with the help of the Trustees, Site Secretaries and Associations. An action plan will then be produced address the issues and identify who is best placed to manage an necessary work. A full inspection of the tree stock is been arranged.
20. If, the new organisation were to fold the council would work with the Charity Commissioners to either establish a new organisation or take the service back in house.

### **Consultation**

21. In January a letter was sent to all tenants and press release issued. No comments received.
22. In April the voluntary Site Secretaries were briefed.
23. From April onwards Trustees have been meeting with Site Secretaries and Associations.
24. In preparation for this report letter has gone to all tenants with an update along with a Frequently Asked Question sheet. This has been prepared with the help of the Trustees was sent to all tenants in early September.
25. Any comments received in response to the letter will be verbally reported to the Executive Member at the meeting.

**Economy & Place Scrutiny Committee (Pre- Decision Calling-In) 11 September 2017**

26. The Economy and Place Scrutiny Committee have requested that the following be taken into account by the Executive Member when making their decision:

a) free allotment provision for schools should continue;

Officer response – free plots have traditionally been offered to a variety of school and community groups. This assists the group financially and supports the ambition of having a diverse range of allotment tenants. The Trustees have confirmed that this arrangement will continue.

b) additional consultations with people who were on the waiting list for allotments should be undertaken;

Officer response – people on the waiting list are being contacted and informed on what is proposed for the service. A verbal update on progress will be provided at the meeting.

c) the major documents such as the governance document, indicative business plan and the constitution should be available to download on the CYC website, sent to site secretaries for further circulation and included in the press release;

Officer response – both the constitution and headline business plan are included with this public report (all tenants have previously been provided with the web link to where this report can be found). Site secretaries have been sent the documents and a verbal update will be given on the progress on the additional measures.

d) a memorandum of understanding on communications between CIO and CYC in relation to allotment management should be agreed

Officer response – Management of the councils allotments will be controlled through a lease, consideration will be given to including within the lease a requirement for the Charity to provide an annual report detailing their activities, number of plots in use and such like.

In parallel with this council officers and the Trustees will continue to be in regular contact. It is anticipated that this will reduce once the transition period is completed and the organisation gains operational experience.

- e) Additional Trustees be recruited to the CIO from around the city.

Officer response – the Charities constitution allows for up to 9 Trustees, as all the Trustees are volunteers where they come from in the city reflects whom has volunteered. The founding Trustees have confirmed that they welcome new Trustees to the organisation.

### **Options and Analysis**

- 27. Two options are available:
  - a. To agree to the future management of York allotments being provided by York Allotments CIO.
  - b. Not to pursue this idea further.
- 28. Option a) would place the asset in community control and support the principle of volunteers assisting with the care of the city's open spaces. This is the recommended option.
- 29. Option b) the management of service would be retained by the Council.

### **Council Plan**

- 30. Option a) meets the Council Plan priorities that ensure valued community facilities are protected and the Council works with other organisations to deliver the best services for residents.

## **Implications**

### **Financial**

31. To support the Charity to become established the council will fund
- a) The transfer of the Colony software system back to its provider along with training on its use for up to six people. The cost of this is £7k.
  - b) 1/12th of the 2017 plot income will be paid to the Charity for each month it operates up to and including December 2017. This equates to £6k per month.

These costs will met from Public Realm budgets.

32. For 2018 and beyond the Charity will be responsible for setting fees and charges, invoicing tenants and will be have to balance its expenditure with the income it raises. There will be no further financial support from the council.

### **Human Resources (HR)**

33. HR procedures have been followed in order to reduce resources within the Public Realm team, with the allotment officer leaving the council through voluntary redundancy route.

### **Equalities**

34. An equalities impact assessment has been undertaken.

### **Legal**

35. There are no legal implications.

### **Crime and Disorder**

36. There are no crime and disorder implications.

### **Information Technology (IT)**

37. Allotment administration is supported through the *Colony Enterprise* IT package which holds data on vacancies and waiting lists, lettings and terminations, and invoicing and payments. Use of the system will be transferred back to the provider who will host the system for the Charity.

### **Property**

38. A lease will be required by the Charity; under council protocol this will be considered by the Executive.

### **Public Health**

39. The provision of allotments contributes to the Public Health agenda – including physical and mental wellbeing, social inclusion and the growing of fresh produce.

### **Other**

40. Following this meeting in all tenants and those on the waiting list will be contacted to seek their permission to transfer their contact details and personal information to the Charity. This is required to comply with Data Protection regulations.

### **Risk Management**

41. In compliance with the Council's risk management strategy the main risks that have been identified with the proposals contained in this report are that the Charity fails to become established, or that the Charity folds at a point in the future. This may damage the Council's reputation and would require the Council to intervene until such time as new body could be found to run the service. Level of risk is assessed as Low. This means that periodic monitoring is required of the operation of the new arrangements.

### **Annexes**

- Annex 1: Trustee profiles
- Annex 2: YACIO Constitution
- Annex 3: Headline YACIO income and expenditure
- Annex 4: Existing Tenancy conditions

### **Background Papers:**

- Decision Session - Executive Member for Culture, Leisure & Tourism – 16<sup>th</sup> January 2017 – Item 27 Future Management of Allotments
- Pre- Decision Calling - Economy & Place Scrutiny Committee 11 September 2017
- Consultation papers (file held by the author)

**Contact Details**

<b>Author:</b>	<b>Chief Officer responsible for the report:</b>		
Dave Meigh Operations Manager Public Realm (Strategy and Contracts)	James Gilchrist Assistant Director (Transport, Highways and Environment)  Charlie Croft Assistant Director (Communities & Equalities)		
	Report Approved	✓	Date 14/09/17
<b>Specialist Implications:</b>			
Wards Affected:	All	✓	

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**Annex 1: Trustee profiles**

Name	Site	Background
Tony Chalcraft	Carr	Semi-retired, now part-time academic journal editor, previously Head of Library and Information Services, York St John University. Members York Get Growing project. Involved with various local / national organisations / charities including York Organic Gardeners Association. Currently Chair of Trustees Worldwide Opportunities on Organic Farms. 35 years on York allotments. Experience includes budget management, charity trusteeship, project management, training/presentations and growing
Adam Myers	Low Moor	Manager of Brunswick Nursery; a charity working with adults who have learning difficulties. Knowledge of setting up and running charities, budgetary management spreadsheets etc.
Colin Smith	Green Lane	Retired nurse with 30 years experience. For 10 of those years I held budgetary and managerial responsibility for a community clinic. Secretary of Green Lane Growers, volunteers on the Green Lane site
Lisa Turner	Wigginton Terrace	Partner in a firm of solicitors. Qualified solicitor for over 25 years. Legal knowledge and experience of running a business, employment accounts financial planning and management etc. Site secretary at Wigginton Terrace allotments.
Simon Wild	Low Moor	A senior policy advisor and project manager in Defra. Experience of operational delivery, IT systems and policy development. Site secretary for Low Moor for 8 years and Treasurer of the Low Moor Allotments Association.

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**YACIO**

**York Allotments**

Charitable Incorporated Organisation

# **Constitution**

**17<sup>th</sup> August 2017**

Registration Number: 1174306

Registered Address: 37 Front Street, Acomb York YO24 3BR

## **Constitution of a Charitable Incorporated Organisation with voting members other than its charity trustees**

Date of constitution (last amended):

**DATE.**

### **1. Name**

The name of the Charitable Incorporated Organisation (“the CIO”) is York Allotments CIO.

### **2. National location of principal office**

The principal office of the CIO is in England.

### **3. Objects**

The objects of the CIO are

To provide or assist in the provision of facilities for allotments in the City of York and the surrounding area, in the interests of social welfare for recreation or other leisure time occupation for the public at large with the object of improving their conditions of life.

### **4. Powers**

The CIO has power to do anything which is calculated to further its objects or is conducive or incidental to doing so. In particular, the CIO’s powers include power to:

- (1) borrow money and to charge the whole or any part of its property as security for the repayment of the money borrowed. The CIO must comply as appropriate with sections 124 and 125 of the Charities Act 2011 if it wishes to mortgage land;
- (2) buy, take on lease or in exchange, hire or otherwise acquire any property and to maintain and equip it for use;
- (3) sell, lease or otherwise dispose of all or any part of the property belonging to the CIO. In exercising this power, the CIO must comply as appropriate with sections 117 and 119-123 of the Charities Act 2011;
- (4) employ and remunerate such staff as are necessary for carrying out the work of the CIO. The CIO may employ or remunerate a charity trustee only to the extent that it is permitted to do so by clause 6 (Benefits and payments to charity trustees and connected persons) and provided it complies with the

conditions of those clauses;

- (5) deposit or invest funds, employ a professional fund-manager, and arrange for the investments or other property of the CIO to be held in the name of a nominee, in the same manner and subject to the same conditions as the trustees of a trust are permitted to do by the Trustee Act 2000.

## **5. Application of income and property**

- (1) The income and property of the CIO must be applied solely towards the promotion of the objects.
  - (a) A charity trustee is entitled to be reimbursed from the property of the CIO or may pay out of such property reasonable expenses properly incurred by him or her when acting on behalf of the CIO.
  - (b) A charity trustee may benefit from trustee indemnity insurance cover purchased at the CIO's expense in accordance with, and subject to the conditions in, section 189 of the Charities Act 2011.
- (2) None of the income or property of the CIO may be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any member of the CIO. This does not prevent a member who is not also a charity trustee receiving:
  - (a) a benefit from the CIO as a beneficiary of the CIO;
  - (b) reasonable and proper remuneration for any goods or services supplied to the CIO.
- (3) Nothing in this clause shall prevent a charity trustee or connected person receiving any benefit or payment which is authorised by Clause 6.

## **6. Benefits and payments to charity trustees and connected persons**

### **(1) General provisions**

No charity trustee or connected person may:

- (a) buy or receive any goods or services from the CIO on terms preferential to those applicable to members of the public;
- (b) sell goods, services, or any interest in land to the CIO;
- (c) be employed by, or receive any remuneration from, the CIO;

- (d) receive any other financial benefit from the CIO;

unless the payment or benefit is permitted by sub-clause (2) of this clause, or authorised by the court or the prior written consent of the Charity Commission (“the Commission”) has been obtained. In this clause, a “financial benefit” means a benefit, direct or indirect, which is either money or has a monetary value.

**(2) Scope and powers permitting trustees’ or connected persons’ benefits**

- (a) A charity trustee or connected person may receive a benefit from the CIO as a beneficiary of the CIO provided that a majority of the trustees do not benefit in this way.
- (b) A charity trustee or connected person may enter into a contract for the supply of services, or of goods that are supplied in connection with the provision of services, to the CIO where that is permitted in accordance with, and subject to the conditions in, section 185 to 188 of the Charities Act 2011.
- (c) Subject to sub-clause (3) of this clause a charity trustee or connected person may provide the CIO with goods that are not supplied in connection with services provided to the CIO by the charity trustee or connected person.
- (d) A charity trustee or connected person may receive interest on money lent to the CIO at a reasonable and proper rate which must be not more than the Bank of England bank rate (also known as the base rate).
- (e) A charity trustee or connected person may receive rent for premises let by the trustee or connected person to the CIO. The amount of the rent and the other terms of the lease must be reasonable and proper. The charity trustee concerned must withdraw from any meeting at which such a proposal or the rent or other terms of the lease are under discussion.
- (f) A charity trustee or connected person may take part in the normal trading and fundraising activities of the CIO on the same terms as members of the public.

**(3) Payment for supply of goods only – controls**

The CIO and its charity trustees may only rely upon the authority provided by sub-clause (2) (c) of this clause if each of the following conditions is satisfied:

- (a) The amount or maximum amount of the payment for the goods is set out in a written agreement between the CIO and the charity trustee or connected person supplying the goods (“the supplier”).
- (b) The amount or maximum amount of the payment for the goods does not exceed what is reasonable in the circumstances for the supply of the goods in question.
- (c) The other charity trustees are satisfied that it is in the best interests of the CIO to contract with the supplier rather than with someone who is not a charity trustee or connected person. In reaching that decision the charity trustees must balance the advantage of contracting with a charity trustee or connected person against the disadvantages of doing so.
- (d) The supplier is absent from the part of any meeting at which there is discussion of the proposal to enter into a contract or arrangement with him or her or it with regard to the supply of goods to the CIO.
- (e) The supplier does not vote on any such matter and is not to be counted when calculating whether a quorum of charity trustees is present at the meeting.
- (f) The reason for their decision is recorded by the charity trustees in the minute book.
- (g) A majority of the charity trustees then in office are not in receipt of remuneration or payments authorised by clause 6.

**(4) In sub-clauses (2) and (3) of this clause:**

- (a) “the CIO” includes any company in which the CIO:
  - (i) holds more than 50% of the shares; or
  - (ii) controls more than 50% of the voting rights attached to the shares; or
  - (iii) has the right to appoint one or more directors to the board of the company;
- (b) “connected person” includes any person within the definition set out

in clause 30 (Interpretation)

## **7. Conflicts of interest and conflicts of loyalty**

A charity trustee must:

- (1) declare the nature and extent of any interest, direct or indirect, which he or she has in a proposed transaction or arrangement with the CIO or in any transaction or arrangement entered into by the CIO which has not previously been declared; and
- (2) absent himself or herself from any discussions of the charity trustees in which it is possible that a conflict of interest will arise between his or her duty to act solely in the interests of the CIO and any personal interest (including but not limited to any financial interest).

Any charity trustee absenting himself or herself from any discussions in accordance with this clause must not vote or be counted as part of the quorum in any decision of the charity trustees on the matter.

## **8. Liability of members to contribute to the assets of the CIO if it is wound up**

If the CIO is wound up, the members of the CIO have no liability to contribute to its assets and no personal responsibility for settling its debts and liabilities.

## **9. Membership of the CIO**

### **(1) Admission of new members**

#### **(a) Eligibility**

Membership of the CIO is open to anyone who is interested in furthering its purposes, and who, by applying for membership, has indicated his, her or its agreement to become a member and acceptance of the duty of members set out in sub-clause (3) of this clause.

A member may be an individual, a corporate body, or an individual or corporate body representing an organisation which is not incorporated.

#### **(b) Admission procedure**

The charity trustees:

- (i) may require applications for membership to be made in any



reasonable way that they decide;

- (ii) may refuse an application for membership if they believe that it is in the best interests of the CIO for them to do so;
- (iii) shall, if they decide to refuse an application for membership, give the applicant their reasons for doing so, within 21 days of the decision being taken, and give the applicant the opportunity to appeal against the refusal; and
- (iv) shall give fair consideration to any such appeal, and shall inform the applicant of their decision, but any decision to confirm refusal of the application for membership shall be final.

## **(2) Transfer of membership**

Membership of the CIO cannot be transferred to anyone else except in the case of an individual or corporate body representing an organisation which is not incorporated, whose membership may be transferred by the unincorporated organisation to a new representative. Such transfer of membership does not take effect until the CIO has received written notification of the transfer.

## **(3) Duty of members**

It is the duty of each member of the CIO to exercise his or her powers as a member of the CIO in the way he or she decides in good faith would be most likely to further the purposes of the CIO.

## **(4) Termination of membership**

- (a) Membership of the CIO comes to an end if:
  - (i) the member dies, or, in the case of an organisation (or the representative of an organisation) that organisation ceases to exist; or
  - (ii) the member sends a notice of resignation **or notice of termination of tenancy** to the charity trustees; or
  - (iii) any sum of money owed by the member to the CIO is not paid in full within three months of its falling due; or
  - (iv) the delegated charity trustee or appointed representative of

the charity decides based on reasonable criteria that it is in the best interests of the CIO that the member in question should be removed from membership

- (b) Before the charity trustees (or their delegated charity trustee or appointed representative) take any decision to remove someone from membership of the CIO they must:
  - (i) inform the member of the reasons why it is proposed to remove him, her or it from membership;
  - (ii) give the member at least 21 clear days notice in which to make representations to the charity trustees (or their delegated charity trustee or appointed representative) as to why he, she or it should not be removed from membership;
  - (iii) If representations are made the charity trustees will at a duly constituted meeting of the charity trustees, consider whether or not the member should be removed from membership;
  - (iv) consider at that meeting any representations which the member makes as to why the member should not be removed; and
  - (v) allow the member, or the member's representative, to make those representations in person at that meeting, if the member so chooses.

**(5) Membership fees**

The CIO may require members to pay reasonable membership fees to the CIO.

**(6) Informal or associate (non-voting) membership**

- (a) The charity trustees may create associate or other classes of non-voting membership, and may determine the rights and obligations of any such members (including payment of membership fees), and the conditions for admission to, and termination of membership of any such class of members.
- (b) Other references in this constitution to "members" and "membership" do not apply to non-voting members, and non-voting members do not qualify as members for any purpose under the Charities Acts, General Regulations or Dissolution Regulations.

**10. Members' decisions**

**(1) General provisions**

Except for those decisions that must be taken in a particular way as indicated in sub-clause (4) of this clause, decisions of the members of the CIO may be taken either by vote at a general meeting as provided in sub-clause (2) of this clause or by written resolution as provided in sub-clause (3) of this clause.

**(2) Taking ordinary decisions by vote**

Subject to sub-clause (4) of this clause, any decision of the members of the CIO may be taken by means of a resolution at a general meeting. Such a resolution may be passed by a simple majority of votes cast at the meeting.

**(3) Taking ordinary decisions by written resolution without a general meeting**

- (a) Subject to sub-clause (4) of this clause, a resolution in writing agreed by a simple majority of all the members who would have been entitled to vote upon it had it been proposed at a general meeting shall be effective, provided that:
  - (i) a copy of the proposed resolution has been sent to all the members eligible to vote; and
  - (ii) a simple majority of members has signified its agreement to the resolution in a document or documents which are received at the principal office within the period of 28 days beginning with the circulation date. The document signifying a member's agreement must be authenticated by their signature (or in the case of an organisation which is a member, by execution according to its usual procedure), by a statement of their identity accompanying the document, or in such other manner as the CIO has specified.
- (b) The resolution in writing may comprise several copies to which one or more members has signified their agreement.
- (c) Eligibility to vote on the resolution is limited to members who are members of the CIO on the date when the proposal is first circulated in accordance with paragraph (a) above.
- (d) Not less than 10% of the members of the CIO may request the charity trustees to make a proposal for decision by the members.

- (e) The charity trustees must within 21 days of receiving such a request to comply with it if:
  - (i) The proposal is not frivolous or vexatious, and does not involve the publication of defamatory material;
  - (ii) The proposal is stated with sufficient clarity to enable effect to be given to it if it is agreed by the members; and
  - (iii) Effect can lawfully be given to the proposal if it is so agreed.
- (f) Sub-clauses (a) to (c) of this clause apply to a proposal made at the request of members.

**(4) Decisions that must be taken in a particular way**

- (a) Any decision to remove a trustee must be taken in accordance with clause 15(2).
- (b) Any decision to amend this constitution must be taken in accordance with clause 28 of this constitution (Amendment of Constitution).
- (c) Any decision to wind up or dissolve the CIO must be taken in accordance with clause 29 of this constitution (Voluntary winding up or dissolution). Any decision to amalgamate or transfer the undertaking of the CIO to one or more other CIOs must be taken in accordance with the provisions of the Charities Act 2011.

**11. General meetings of members**

**(1) Types of general meeting**

There must be an annual general meeting (AGM) of the members of the CIO. The first AGM must be held within 18 months of the registration of the CIO, and subsequent AGMs must be held at intervals of not more than 15 months. The AGM must receive the annual statement of accounts (duly audited or examined where applicable) and the trustees' annual report, and must elect trustees as required under clause 13.

Other general meetings of the members of the CIO may be held at any time.

All general meetings must be held in accordance with the following provisions.

**(2) Calling general meetings**

- (a) The charity trustees:
  - (i) must call the annual general meeting of the members of the CIO in accordance with sub-clause of this clause, and identify it as such in the notice of the meeting; and
  - (ii) may call any other general meeting of the members at any time.
- (b) The charity trustees must, within 21 days, call a general meeting of the members of the CIO if:
  - (i) they receive a request to do so from at least 10% of the members of the CIO; and
  - (ii) the request states the general nature of the business to be dealt with at the meeting, and is authenticated by the member(s) making the request.
- (c) If, at the time of any such request, there has not been any general meeting of the members of the CIO for more than 12 months, then sub-clause (b)(i) of this clause shall have effect as if 5% were substituted for 10%.
- (d) Any such request may include particulars of a resolution that may properly be proposed, and is intended to be proposed, at the meeting.
- (e) A resolution may only properly be proposed if it is lawful, and is not defamatory, frivolous or vexatious.
- (f) Any general meeting called by the charity trustees at the request of the members of the CIO must be held within 28 days from the date on which it is called.
- (g) If the charity trustees fail to comply with this obligation to call a general meeting at the request of its members, then the members who requested the meeting may themselves call a general meeting.
- (h) A general meeting called in this way must be held not more than 3 months after the date when the members first requested the meeting.
- (i) The CIO must reimburse any reasonable expenses incurred by the members calling a general meeting by reason of the failure of the charity trustees to duly call the meeting, but the CIO shall be entitled

to be indemnified by the charity trustees who were responsible for such failure.

**(3) Notice of general meetings**

- (a) The charity trustees, or, as the case may be, the relevant members of the CIO, must give at least 14 clear days notice of any general meeting to all of the members, and to any charity trustee of the CIO who is not a member.
- (b) If it is agreed by not less than 90% of all members of the CIO, any resolution may be proposed and passed at the meeting even though the requirements of sub-clause (3) (a) of this clause have not been met. This sub-clause does not apply where a specified period of notice is strictly required by another clause in this constitution, by the Charities Act 2011 or by the General Regulations.
- (c) The notice of any general meeting must
  - (i) state the time and date of the meeting;
  - (ii) give the address at which the meeting is to take place;
  - (iii) give particulars of any resolution which is to be moved at the meeting, and of the general nature of any other business to be dealt with at the meeting; and
  - (iv) if a proposal to alter the constitution of the CIO is to be considered at the meeting, include the text of the proposed alteration;
  - (v) include, with the notice for the AGM, the annual statement of accounts and trustees' annual report, details of persons standing for election or re- election as trustee, or where allowed under clause 22 (Use of electronic communication), details of where the information may be found on the CIO's website.
- (d) Proof that an envelope containing a notice was properly addressed, prepaid and posted; or that an electronic form of notice was properly addressed and sent, shall be conclusive evidence that the notice was given. Notice shall be deemed to be given 48 hours after it was posted or sent.
- (e) The proceedings of a meeting shall not be invalidated because a

member who was entitled to receive notice of the meeting did not receive it because of accidental omission by the CIO.

**(4) Chairing of general meetings**

The person nominated as chair by the charity trustees under clause 19(2) (Chairing of meetings), shall, if present at the general meeting and willing to act, preside as chair of the meeting. Subject to that, the members of the CIO who are present at a general meeting shall elect a chair to preside at the meeting.

**(5) Quorum at general meetings**

- (a) No business may be transacted at any general meeting of the members of the CIO unless a quorum is present when the meeting starts.
- (b) Subject to the following provisions, the quorum for general meetings shall be twenty members. An organisation represented by a person present at the meeting in accordance with sub-clause (7) of this clause, is counted as being present in person.
- (c) If the meeting has been called by or at the request of the members and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the meeting is closed.
- (d) If the meeting has been called in any other way and a quorum is not present within 15 minutes of the starting time specified in the notice of the meeting, the chair must adjourn the meeting. The date, time and place at which the meeting will resume must be notified to the CIO's members at least seven clear days before the date on which it will resume.
- (e) If a quorum is not present within 15 minutes of the start time of the adjourned meeting, the member or members present at the meeting constitute a quorum.
- (f) If at any time during the meeting a quorum ceases to be present, the meeting may discuss issues and make recommendations to the trustees but may not make any decisions. If decisions are required which must be made by a meeting of the members, the meeting must be adjourned.

**(6) Voting at general meetings**

- (a) Any decision other than one falling within clause 10(4) (Decisions that must

be taken in a particular way) shall be taken by a simple majority of votes cast at the meeting. Every member has one vote.

- (b) A resolution put to the vote of a meeting shall be decided on a show of hands, unless (before or on the declaration of the result of the show of hands) a poll is duly demanded. A poll may be demanded by the chair or by at least 10% of the members present in person or by proxy at the meeting.
- (c) A poll demanded on the election of a person to chair the meeting or on a question of adjournment must be taken immediately. A poll on any other matter shall be taken, and the result of the poll shall be announced, in such manner as the chair of the meeting shall decide, provided that the poll must be taken, and the result of the poll announced, within 30 days of the demand for the poll.
- (d) A poll may be taken:
  - (i) at the meeting at which it was demanded; or
  - (ii) at some other time and place specified by the chair.
- (e) In the event of an equality of votes, whether on a show of hands or on a poll, the chair of the meeting shall have a second, or casting vote.
- (f) Any objection to the qualification of any voter must be raised at the meeting at which the vote is cast and the decision of the chair of the meeting shall be final.

## **(7) Representation of organisations and corporate members**

An organisation or a corporate body that is a member of the CIO may, in accordance with its usual decision-making process, authorise a person to act as its representative at any general meeting of the CIO.

The representative is entitled to exercise the same powers on behalf of the organisation or corporate body as the organisation or corporate body could exercise as an individual member of the CIO.

## **(8) Adjournment of meetings**

The chair may with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting to another time and/or place. No business may be transacted at an adjourned meeting except business



which could properly have been transacted at the original meeting.

## **12. Charity trustees**

### **(1) Functions and duties of charity trustees**

The charity trustees shall manage the affairs of the CIO and may for that purpose exercise all the powers of the CIO. It is the duty of each charity trustee:

- (a) to exercise his or her powers and to perform his or her functions as a trustee of the CIO in the way he or she decides in good faith would be most likely to further the purposes of the CIO; and
- (b) to exercise, in the performance of those functions, such care and skill as is reasonable in the circumstances having regard in particular to:
  - (i) any special knowledge or experience that he or she has or holds himself or herself out as having; and
  - (ii) if he or she acts as a charity trustee of the CIO in the course of a business or profession, to any special knowledge or experience that it is reasonable to expect of a person acting in the course of that kind of business or profession.

### **(2) Eligibility for trusteeship**

- (a) Every charity trustee must be a natural person.
- (b) No one may be appointed as a charity trustee:
  - if he or she is under the age of 16 years; or
  - if he or she would automatically cease to hold office under the provisions of clause 15(1)(f).
- (c) No one is entitled to act as a charity trustee whether on appointment or on any re-appointment until he or she has expressly acknowledged, in whatever way the charity trustees decide, his or her acceptance of the office of charity trustee.
- (d) At least one of the trustees of the CIO must be 18 years of age or over. If there is no trustee aged at least 18 years, the remaining trustee or trustees may act only to call a meeting of the charity trustees, or appoint a new charity trustee.

**(3) Number of charity trustees**

- (a) There must be at least three charity trustees. If the number falls below this minimum, the remaining trustee or trustees may act only to call a meeting of the charity trustees, or appoint a new charity trustee.
- (b) The maximum number of charity trustees is nine. The charity trustees may not appoint any charity trustee if as a result the number of charity trustees would exceed the maximum.

**(4) First charity trustees**

The first charity trustees of the CIO are –

- (a) Tony Chalcraft
- (b) Adam Myers
- (c) Colin Smith
- (d) Lisa Turner
- (e) Ray Walker
- (f) Simon Wild

**13. Appointment of charity trustees**

- (1) At the first annual general meeting of the members of the CIO all the charity trustees shall retire from office;
- (2) At every subsequent annual general meeting of the members of the CIO, one-third of the charity trustees shall retire from office. If the number of charity trustees is not three or a multiple of three, then the number nearest to one-third shall retire from office, but if there is only one charity trustee, he or she shall retire;
- (3) The charity trustees to retire by rotation shall be those who have been longest in office since their last appointment or reappointment. If any trustees were last appointed or reappointed on the same day those to retire shall (unless they otherwise agree among themselves) be determined by lot;

- (4) The vacancies so arising may be filled by the decision of the members at the annual general meeting; any vacancies not filled at the annual general meeting may be filled as provided in sub-clause (5) of this clause;
- (5) The members or the charity trustees may at any time decide to appoint a new charity trustee, whether in place of a charity trustee who has retired or been removed in accordance with clause 15 (Retirement and removal of charity trustees), or as an additional charity trustee, provided that the limit specified in clause 12(3) on the number of charity trustees would not as a result be exceeded;
- (6) A person so appointed by the members of the CIO shall retire in accordance with the provisions of sub-clauses (2) and (3) of this clause. A person so appointed by the charity trustees shall retire at the conclusion of the next annual general meeting after the date of his or her appointment, and shall not be counted for the purpose of determining which of the charity trustees is to retire by rotation at that meeting.

#### **14. Information for new charity trustees**

The charity trustees will make available to each new charity trustee, on or before his or her first appointment:

- (a) a copy of this constitution and any amendments made to it; and
- (b) a copy of the CIO's latest trustees' annual report and statement of accounts.

#### **15. Retirement and removal of charity trustees**

- (1) A charity trustee ceases to hold office if he or she:
  - (a) retires by notifying the CIO in writing (but only if enough charity trustees will remain in office when the notice of resignation takes effect to form a quorum for meetings);
  - (b) is absent without the permission of the charity trustees from all their meetings held within a period of six months and the trustees resolve that his or her office be vacated;
  - (c) dies;
  - (d) in the written opinion, given to the company, of a registered medical practitioner treating that person, has become physically or mentally incapable of acting as a director and may remain so for more than

three months;

- (e) is removed by the members of the CIO in accordance with sub-clause (2) of this clause; or
  - (f) is disqualified from acting as a charity trustee by virtue of section 178-180 of the Charities Act 2011 (or any statutory re-enactment or modification of that provision).
- (2) A charity trustee shall be removed from office if a resolution to remove that trustee is proposed at a general meeting of the members called for that purpose and properly convened in accordance with clause 11, and the resolution is passed by a two-thirds majority of votes cast at the meeting.
- (3) A resolution to remove a charity trustee in accordance with this clause shall not take effect unless the individual concerned has been given at least 14 clear days' notice in writing that the resolution is to be proposed, specifying the circumstances alleged to justify removal from office, and has been given a reasonable opportunity of making oral and/or written representations to the members of the CIO.

## **16. Reappointment of charity trustees**

Any person who retires as a charity trustee by rotation or by giving notice to the CIO is eligible for reappointment.

## **17. Taking of decisions by charity trustees**

Any decision may be taken either:

- at a meeting of the charity trustees; or
- by resolution in writing or electronic form agreed by a majority of all of the charity trustees, which may comprise either a single document or several documents containing the text of the resolution in like form to which the majority of all of the charity trustees has signified their agreement. Such a resolution shall be effective provided that
  - a copy of the proposed resolution has been sent, at or as near as reasonably practicable to the same time, to all of the charity trustees; and
  - the majority of all of the charity trustees has signified agreement to the resolution in a document or documents which has or have been authenticated by their signature, by a statement of their identity accompanying the document or documents, or in such other manner as

the charity trustees have previously resolved, and delivered to the CIO at its principal office or such other place as the trustees may resolve within 28 days of the circulation date.

## **18. Delegation by charity trustees**

- (1) The charity trustees may delegate any of their powers or functions to a committee or committees, and, if they do, they must determine the terms and conditions on which the delegation is made. The charity trustees may at any time alter those terms and conditions, or revoke the delegation.
- (2) This power is in addition to the power of delegation in the General Regulations and any other power of delegation available to the charity trustees, but is subject to the following requirements –
  - (a) a committee may consist of two or more persons, but at least one member of each committee must be a charity trustee;
  - (b) the acts and proceedings of any committee must be brought to the attention of the charity trustees as a whole as soon as is reasonably practicable; and
  - (c) the charity trustees shall from time to time review the arrangements which they have made for the delegation of their powers.

## **19. Meetings and proceedings of charity trustees**

### **(1) Calling meetings**

- (a) Any charity trustee may call a meeting of the charity trustees.
- (b) Subject to that, the charity trustees shall decide how their meetings are to be called, and what notice is required.

### **(2) Chairing of meetings**

The charity trustees may appoint one of their number to chair their meetings and may at any time revoke such appointment. If no-one has been so appointed, or if the person appointed is unwilling to preside or is not present within 10 minutes after the time of the meeting, the charity trustees present may appoint one of their number to chair that meeting.

### **(3) Procedure at meetings**

- (a) No decision shall be taken at a meeting unless a quorum is present

at the time when the decision is taken. The quorum is two charity trustees, or the number nearest to one third of the total number of charity trustees, whichever is greater, or such larger number as the charity trustees may decide from time to time. A charity trustee shall not be counted in the quorum present when any decision is made about a matter upon which he or she is not entitled to vote.

- (b) Questions arising at a meeting shall be decided by a majority of those eligible to vote.
- (c) In the case of an equality of votes, the chair shall have a second or casting vote.

**(4) Participation in meetings by electronic means**

- (a) A meeting may be held by suitable electronic means agreed by the charity trustees in which each participant may communicate with all the other participants.
- (b) Any charity trustee participating at a meeting by suitable electronic means agreed by the charity trustees in which a participant or participants may communicate with all the other participants shall qualify as being present at the meeting
- (c) Meetings held by electronic means must comply with rules for meetings, including chairing and the taking of minutes

**20. Saving provisions**

- (1) Subject to sub-clause (2) of this clause, all decisions of the charity trustees, or of a committee of charity trustees, shall be valid notwithstanding the participation in any vote of a charity trustee:

- who was disqualified from holding office;
- who had previously retired or who had been obliged by the constitution to vacate office;
- who was not entitled to vote on the matter, whether by reason of a conflict of interest or otherwise;

if, without the vote of that charity trustee and that charity trustee being counted in the quorum, the decision has been made by a majority of the charity trustees at a quorate meeting.

- (2) Sub-clause (1) of this clause does not permit a charity trustee to keep any benefit that may be conferred upon him or her by a resolution of the charity trustees or of a committee of charity trustees if, but for clause (1), the resolution would have been void, or if the charity trustee has not complied with clause 7 (Conflicts of interest).

## **21. Execution of documents**

- (1) The CIO shall execute documents either by signature or by affixing its seal (if it has one).
- (2) A document is validly executed by signature if it is signed by at least two of the charity trustees.
- (3) If the CIO has a seal:
  - (a) it must comply with the provisions of the General Regulations; and
  - (b) it must only be used by the authority of the charity trustees or of a committee of charity trustees duly authorised by the charity trustees. The charity trustees may determine who shall sign any document to which the seal is affixed and unless otherwise determined it shall be signed by two charity trustees.

## **22. Use of electronic communications**

### **(1) General**

The CIO will comply with the requirements of the Communications Provisions in the General Regulations and in particular:

- (a) the requirement to provide within 21 days to any member on request a hard copy of any document or information sent to the member otherwise than in hard copy form;
- (b) any requirements to provide information to the Commission in a particular form or manner.

### **(2) To the CIO**

Any member or charity trustee of the CIO may communicate electronically with the CIO to an address specified by the CIO for the purpose, so long as the communication is authenticated in a manner which is satisfactory to the CIO.

### **(3) By the CIO**

- (a) Any member or charity trustee of the CIO, by providing the CIO with his or her email address or similar, is taken to have agreed to receive communications from the CIO in electronic form at that address, unless the member has indicated to the CIO his or her unwillingness to receive such communications in that form.
- (b) The charity trustees may, subject to compliance with any legal requirements, by means of publication on its website –
  - (i) provide the members with the notice referred to in clause 11(3) (Notice of general meetings);
  - (ii) give charity trustees notice of their meetings in accordance with clause 19(1) (Calling meetings); and
  - (iii) submit any proposal to the members or charity trustees for decision by written resolution or postal vote in accordance with the CIO's powers under clause 10 (Members' decisions), 10(3) (Decisions taken by resolution in writing).
- (c) The charity trustees must:
  - (i) take reasonable steps to ensure that members and charity trustees are promptly notified of the publication of any such notice or proposal;
  - (ii) send any such notice or proposal in hard copy form to any member or charity trustee who has not consented to receive communications in electronic form.

### **23. Keeping of Registers**

The CIO must comply with its obligations under the General Regulations in relation to the keeping of, and provision of access to, registers of its members and charity trustees.

### **24. Minutes**

The charity trustees must keep minutes of all:

- (1) appointments of officers made by the charity trustees;
- (2) proceedings at general meetings of the CIO;



- (3) meetings of the charity trustees and committees of charity trustees including:
  - the names of the trustees present at the meeting;
  - the decisions made at the meetings; and
  - where appropriate the reasons for the decisions;
- (4) decisions made by the charity trustees otherwise than in meetings.

## **25. Accounting records, accounts, annual reports and returns, register maintenance**

- (1) The charity trustees must comply with the requirements of the Charities Act 2011 with regard to the keeping of accounting records, to the preparation and scrutiny of statements of accounts, and to the preparation of annual reports and returns. The statements of accounts, reports and returns must be sent to the Charity Commission, regardless of the income of the CIO, within 10 months of the financial year end.
- (2) The charity trustees must comply with their obligation to inform the Commission within 28 days of any change in the particulars of the CIO entered on the Central Register of Charities.

## **26. Rules**

The charity trustees may from time to time make such reasonable and proper rules or bye laws as they may deem necessary or expedient for the proper conduct and management of the CIO, but such rules or bye laws must not be inconsistent with any provision of this constitution. Copies of any such rules or bye laws currently in force must be made available to any member of the CIO on request.

## **27. Disputes**

If a dispute arises between members of the CIO about the validity or propriety of anything done by the members under this constitution, and the dispute cannot be resolved by agreement, the parties to the dispute must first try in good faith to settle the dispute by mediation before resorting to litigation.

## **28. Amendment of constitution**

As provided by clauses 224-227 of the Charities Act 2011:

- (1) This constitution can only be amended:
  - (a) by resolution agreed in writing by all members of the CIO; or
  - (b) by a resolution passed by a 75% majority of votes cast at a general meeting of the members of the CIO.
- (2) Any alteration of clause 3 (Objects), clause 29 (Voluntary winding up or dissolution), this clause, or of any provision where the alteration would provide authorisation for any benefit to be obtained by charity trustees or members of the CIO or persons connected with them, requires the prior written consent of the Charity Commission.
- (3) No amendment that is inconsistent with the provisions of the Charities Act 2011 or the General Regulations shall be valid.
- (4) A copy of any resolution altering the constitution, together with a copy of the CIO's constitution as amended, must be sent to the Commission within 15 days from the date on which the resolution is passed. The amendment does not take effect until it has been recorded in the Register of Charities.

## **29. Voluntary winding up or dissolution**

- (1) As provided by the Dissolution Regulations, the CIO may be dissolved by resolution of its members. Any decision by the members to wind up or dissolve the CIO can only be made:
  - (a) at a general meeting of the members of the CIO called in accordance with clause 11 (Meetings of Members), of which not less than 14 days' notice has been given to those eligible to attend and vote:
    - (i) by a resolution passed by a 75% majority of those voting, or
    - (ii) by a resolution passed by decision taken without a vote and without any expression of dissent in response to the question put to the general meeting; or
  - (b) by a resolution agreed in writing by all members of the CIO.
- (2) Subject to the payment of all the CIO's debts:
  - (a) Any resolution for the winding up of the CIO, or for the dissolution of the CIO without winding up, may contain a provision directing how any remaining assets of the CIO shall be applied.

- (b) If the resolution does not contain such a provision, the charity trustees must decide how any remaining assets of the CIO shall be applied.
  - (c) In either case the remaining assets must be applied for charitable purposes the same as or similar to those of the CIO.
- (3) The CIO must observe the requirements of the Dissolution Regulations in applying to the Commission for the CIO to be removed from the Register of Charities, and in particular:
- (a) the charity trustees must send with their application to the Commission:
    - (i) a copy of the resolution passed by the members of the CIO;
    - (ii) a declaration by the charity trustees that any debts and other liabilities of the CIO have been settled or otherwise provided for in full; and
    - (iii) a statement by the charity trustees setting out the way in which any property of the CIO has been or is to be applied prior to its dissolution in accordance with this constitution;
  - (b) the charity trustees must ensure that a copy of the application is sent within seven days to every member and employee of the CIO, and to any charity trustee of the CIO who was not privy to the application.
- (4) If the CIO is to be wound up or dissolved in any other circumstances, the provisions of the Dissolution Regulations must be followed.

### 30. Interpretation

In this constitution:

**“connected person”** means:

- (a) a child, parent, grandchild, grandparent, brother or sister of the charity trustee;
- (b) the spouse or civil partner of the charity trustee or of any person falling within sub-clause (a) above;
- (c) a person carrying on business in partnership with the charity trustee or with any person falling within sub-clause (a) or (b) above;

- (d) an institution which is controlled –
  - (i) by the charity trustee or any connected person falling within sub-clause (a), (b), or (c) above; or
  - (ii) by two or more persons falling within sub-clause (d)(i), when taken together;
- (e) a body corporate in which –
  - (i) the charity trustee or any connected person falling within sub-clauses (a) to (c) has a substantial interest; or
  - (ii) two or more persons falling within sub-clause (e) (i) who, when taken together, have a substantial interest.

Section 118 of the Charities Act 2011 apply for the purposes of interpreting the terms used in this constitution.

**“General Regulations”** means the Charitable Incorporated Organisations (General) Regulations 2012.

**“Dissolution Regulations”** means the Charitable Incorporated Organisations (Insolvency and Dissolution) Regulations 2012.

The **“Communications Provisions”** means the Communications Provisions in the General Regulations.

**“charity trustee”** means a charity trustee of the CIO.

A **“poll”** means a counted vote or ballot, usually (but not necessarily) in writing.

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### Annex 3: Headline YACIO income and expenditure projections – September 2017

	Income 2017	Expenditure 2017 (4 months)	Income 2018	Expenditure 2018	Income 2019	Expenditure 2019
Transferred from York City Council (Oct-Dec @ £6000 per month)	£24000					
Rents			£68000		£68000	
Total income	£24000		£68000		£68000	
Admin/Clerical/Officer Support		£7000		£21000		£22050
Stationery, Printing, Photocopying, Postage, IT costs		£1000		£1500		£1575
Colony Licences and support		£2000		£6000		£6300
Site maintenance contracts		£5000		£20000		£21000
Public Liability Insurance		£1000		£1000		£1050
Website development and maintenance		£1000		£200		£210
Developmental Programmes (e.g. Asbestos removal and Disabled access)		£0		£5000		£5250
Water		£0		£3000		£3150
Training		£500		£1000		£1050
Auditor's fees				£525		£551
Trustees Expenses and Site Secretary's honorariums		£1000		£4000		£4200
Totals		£18500		£63225		£66386
End of year carry forward		£5500		£4775		£1614

Rents will be frozen for the first 30 months (until December 2019) and therefore income will be fairly constant at £68000 per annum.

Each year's projected expenditure has been increased by 5% to take into account a potential rise in various financial indexes.

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**Annex 4: Existing Tenancy conditions**

THE TENANCY is subject to the Allotment Acts 1908 to 1950 and also to the following conditions:

1. A single deposit shall be paid by the Tenant to the Council within 14 days of receiving an invoice from the Council. Such deposit may be used by the Council for any reinstatement of the Allotment Garden at the end of the tenancy into the condition it was in prior to the commencement of the tenancy. Any balance over the cost of reinstatement will be refunded.
2. The Tenant shall use the Allotment Garden as an allotment garden only (that is to say wholly or mainly for the production of garden flowers, vegetable or fruit crops for consumption by the tenant and her/his family) and for no other purpose and to keep the soil clean and free from noxious contaminants, livestock carcasses, weeds and in a good state of cultivation and fertility and in good condition.
3. The Tenant shall not cause any nuisance or annoyance to the occupier of any other allotment garden or to occupiers of neighbouring properties, or obstruct any path set out by the Council for the use of the occupiers of the allotment gardens.
4. The Tenant shall not underlet, assign or part with the possession of the Allotment Garden or any part thereof without the written consent of the Council.
5. The Tenant shall not without the written consent of the Council, cut or prune any timber or other trees, or take, sell or carry away any mineral, sand or clay.
6. The Tenant shall not use synthetic carpet as a weed suppressant.
7. The Tenant shall not keep any livestock (including cockerels) on the Allotment Garden except for pigeons, rabbits, bees, hens and waterfowl, subject to the payment of the appropriate element of the amenity charge, and with the prior written permission of the Council. Any livestock carcasses shall be disposed of according to the appropriate legislation.
8. The Tenant shall keep every hedge that forms part of the boundary of the Allotment Garden properly cut and trimmed, keep all ditches properly cleansed and maintained and keep in repair all fences gates and sheds on the Allotment Garden. It is recommended that hedges and fences do not exceed a height of 1.5 metres.
9. The Tenant shall not use any barbed wire for a fence adjoining any path set out by the council for the use of the occupiers of the allotment gardens.
10. The Tenant shall not without the written consent of the Council erect any building or structure on the Allotment Garden, and shall

- be responsible for the removal of any building or structure on or before the termination of the tenancy.
11. Any duly authorised representative of the Council shall be entitled at any time to enter and inspect the Allotment Garden.
  12. The Tenant shall not lock any access gate between allotment gardens without the prior written permission of the Council to whom a copy of the key should be provided.
  13. The Tenant shall not burn any plastic or synthetic materials on the Allotment Garden.
  14. All shared paths between the Allotment Garden and any neighbouring allotment garden shall be kept cut and clipped up to half their width by the Tenant unless otherwise expressly provided for by the Council.
  15. No trees other than fruit trees shall be grown on the Allotment Garden.
  16. The Tenant shall not use any water supply which may be made available for use by tenants of allotment gardens, other than for filling butts and containers, prior to distributing their contents on the Allotment Garden.
  17. The Tenant shall not use the Allotment Garden for residential purposes.
  18. Where the expression "the Tenant" consists of more than one person the obligations on such persons shall be joint and several.
  19. The tenancy of the Allotment Garden shall terminate on the yearly rent day after the death of the Tenant and shall also terminate whenever the tenancy or right of occupation of the Council terminates. In the event of the unfortunate death of the tenant, first refusal will be offered to a close relative, partner or close friend of the Tenant. It may also be terminated by the Council by re-entry after one month's notice:
    - (i) If the rent is in arrears for not less than 40 days OR
    - (ii) If the Tenant is not duly observing the conditions of his/her tenancy OR
    - (iii) If s/he becomes bankrupt or compounds with his/her creditors.The tenancy may also be terminated by the Council by twelve months previous notice in writing expiring on or before 6th day of April or on or after 29th day of September in any year.
  20. Should the Tenant wish to terminate this tenancy then 1 month's written notice to the Council is required.





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