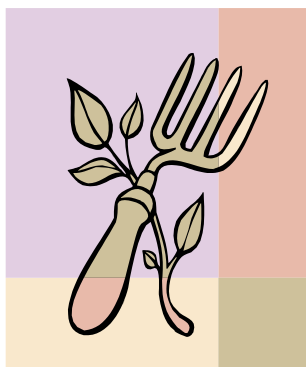


SWCAA – A GUIDE TO SELF MANAGEMENT



Self-management (also known as devolved management) is something that is becoming an increasingly popular way for allotment holders to share the responsibility of managing allotment sites themselves. They are normally run by an organised, constituted association with an elected committee. Allotment groups, associations and societies choose the self-management option for a number of reasons. Some are in a position where the self-management option is the logical next step, others can be forced into it through a lack of interest by their local authority or whoever else is responsible for the site. Whatever the situation your group finds itself facing, there should be a stage of self-management that can accommodate both landlord and association.

There can be many positive outcomes from a self-managed situation, from more effective management of vacant plots and the letting process to the maintenance work on the site being carried out more efficiently by the people who care most about the allotments. Associations often have a better chance of raising funds than local authorities and the retention of rents ensures that plotholders cash is ploughed back into services. Neglect and dereliction can be managed and reversed, giving plotholders an asset they can be proud of.

There are negatives to self-management especially if it is accepted at the wrong time with little support, plotholders stop turning up for meetings; nobody has the time to do plot inspections; plots become abandoned and more often than not one over worked person ends up trying to cope with all the tasks required to run the site. Getting organised is the key to successful self-management it needs to be backed up by a robust legal structure. Most allotments choose to become a formally constituted Unincorporated Association with an elected committee and a Chairperson, Treasurer and Secretary. Sample constitutions can be provided by SWCAA, just contact our office. You could also consider an incorporated association, community interest company, registered charity or company limited by guarantee. Look on the Companies house website for more information on this.

www.companieshouse.gov.uk

It is common for associations to have additional people to deal with specific tasks e.g. promotion or maintenance. The committee should meet on a little and often basis this helps keep ideas new and fresh and avoids long drawn out meetings which will put even the best intentioned volunteers off. To make self-management work you would need about 6-8 committed individuals. The work should not come down to one or two people as tends to happen so often in these situations. Try and keep the group solid and focused and avoid changing positions to often that management becomes chaotic.

A SUITABLE LEASE

It is essential when entering into any new arrangement to have a formal, written agreement. This is 'the lease' or 'the agreement' and is not legally binding until both parties have signed it. The parties would be whomever has ultimate responsibility for the site ('the allotment authority') and the association. There is no standard format for this, each situation is different therefore the lease should be customised to fit your association's needs, and should take into account the condition of your site at that point in time. Of course it depends on what suits the allotment authority/landowner and how much they are willing to compromise. Usually the landlord/allotment authority will draw up the lease, but this does not mean you cannot try to negotiate the terms.



If the lease you are offered is not suitable to your association's needs then say so in writing and start negotiating with the allotment authority/landowner toward what is suitable. Be prepared to work with, not against them to get the best possible deal you can. Being unco-operative and aggressive will end up alienating the association from the allotment authority/landowner and is not beneficial to either party – you will need to maintain good relations with them after the lease is signed as they may be needed as a mediator if problems arise in the future, such as plotholder disputes.

Work out your long-term goals and agree in advance on where you are prepared to compromise. If you are being forced down a path of self-management you may not have much room for negotiation, but it is still helpful to know what your long-term aims are and make the land owner aware of them from the very beginning.

Do not be pushed into making hasty decisions. A lease that has been well negotiated can prevent problems later on for both parties. The agreement should be in plain and simple language. If you do not understand any legal jargon used, do not be afraid to ask for it to be rewritten in more simple terms. Do not sign anything if you do not understand it. Both parties should keep a copy of the agreement.

Be sure to take independent legal advice. Some solicitors will work free on a pro bono basis.

LENGTH OF LEASE

Some land owners and allotment authorities can be quite reluctant to agree to a long-term lease, yet short-term leases can really restrict associations from making any long-term plans and applying for grant funding. If you can negotiate a longer lease this will be well worth the effort for the benefits it can bring. Longer-term leases with a local authority are permitted under Section 123 (2) of the Local Government Act 1972 General Disposal Consents (1998), which allows for the disposal of leasehold interests for the purpose of the continued provision of recreational facilities.

SECRETS OF SUCCESS

- Commitment • Capacity • Accountability.

Consider each of these at every stage of the self-management process to avoid pitfalls.

Commitment

Self-management will not work unless there total commitment from the association, individual plotholders and the land owner/allotment authority. The land owner/allotment authority will want assurance that your association as well as the individual plotholders will remain committed, reliable and responsible, even when membership changes.

The association needs consistent commitment from the landlord of the site even when staff, policies and politics change. It's important to realise from the outset that this type of management is unlikely to work if opposed by a significant minority of plotholders. If you have 50 plots or 500, everyone must be in agreement about their level of commitment before you go ahead.

For some this could mean a commitment to take an active role in the running the site. For others, who just want to grow their vegetables, commitment means being supportive of the efforts of others.

Capacity

You need to be capable of dealing with the tasks and issues that arise when managing your site.

Simple practical measures will ensure you recognise what capacity your association has and where you need to fill in any gaps. Arrange a meeting of the committee and any other ploholders who have expressed an interest in being involved in management. Associations often have a many resourceful and capable people amongst their ploholders. Anyone who can manage money methodically and honestly could be a treasurer and many ploholders find that they have skills from employment or life experiences that are transferable to the association's needs – boosting their own and the association's confidence and thus saving money.

Management Responsibilities – Does your association have the capacity to cope with these?

- Can we charge a membership fee in the self-management agreement? If so, how do we administer it?
- How do we go about setting policies, for example equal opportunities? (SWCAA can help with these)
- Who gives consent for new structures?
- Who is responsible for insurance? (SWCAA can provide Public, product and employers liability through your membership)
- Who serves notice of non-cultivation/notice to quit? Who determines whether the terms of these notices have been met?
- Who pays/organises utility maintenance and improvements?
- How do we decide plot rents and any concessionary rates?
- What concessions exist? Who defines them?
- How much notice is required for the Annual General Meeting? How is it publicised?
- What is the minimum number of voting members needed to take decisions on behalf of the association for general and committee meetings? (This is called the quorum).

Accountability

All aspects of site management rely on you being democratic and transparent which is crucial for maintaining support from your ploholders, the land owner/allotment authority and local supporters. Democracy is needed to keep people on board rather than alienating them. Being transparent shows that all is fair. Without either of these there is the risk that problems will go undetected.

Communication is the key to making your efforts accessible and transparent to everyone, do not become power hungry, nobody likes a dictator. Aim for regular and simple communication of key information, such as dates of meetings, minutes and accounts. Some sites produce a detailed quarterly newsletter, but it's sufficient to produce neatly written, photocopied, A4 sheet(s) which you can post on site noticeboards and under shed doors to save on postage. A copy posted on the outside of the perimeter fence will keep your local supporters up to date too. Remember to send a copy to your landlord as well. If you stop telling people what is happening then they may become disillusioned and loose interest completely.

BUSINESS PLANS AND STRATEGIES

Once you have considered your capacity it is recommended that you get a business plan or strategy in place. This doesn't need to be too complicated or lengthy, a couple of sides reviewed by the association periodically can make things seem less daunting and prevent future problems arising.

ASSESSING THE SITE

Assessing your site will help you to highlight it's pros and cons, and consider the long term and financial implications. The results of the assessment will show if you can accept full responsibility for all of the site's infra- structure, or if you need to negotiate some exemptions with the land/owner allotment authority i.e. will they take on responsibility for the crumbling boundary walls..(And which stage of self-management is most suitable for your site).

FINANCES

Before committing to self-management, work out the incomings and outgoings for the site over a financial year. Outgoings should include, rent to the land owner/allotment authority; water bill; insurance; general maintenance (e.g. skips or hedge cutting etc) and administrative costs. For most associations the only income will be rent from plotholders. If you find that rental income only just covers the outgoings you may have to consider increasing the rent or increasing membership fees to join the association. You should ideally generate some surplus funds to allow for unexpected costs (burst pipes, for example). If you need to make any major improvements that your land owner/allotment authority is unable to pay for, you will need to fundraise e.g. Donations from plotholders, and sale of surplus produce are always good for extra income.



PEPPERCORN RENTS – ALLOTMENT AUTHORITIES

Most allotment authorities will charge rent on a Total Area Charge basis – this means you pay a bill based on the amount of land (in hectares) your site covers and not on the number of plots. If the association does not have 100% uptake of plots and/or charges some concessionary rents, there may be a shortfall in rent but the rent will still have to be paid for all the land the site covers. Some associations have negotiated a ‘peppercorn’ lease whereby they do not pay any rent to the allotment authority in exchange for taking on complete responsibility for the site.

LEGALITIES AND TECHNICALITIES – THE LAW

The Allotments (Scotland) Act (1892) Section 6 (3) and The Smallholdings and Allotments Act (1908) Section 29 (1) in England, allow for devolved/self-management, however, the allotment authority is not legally obliged to enter into devolved/self-management nor take back a site if problems arise, unless this is specifically written into the agreement. In reality, however, most allotment authorities are very keen to encourage self-management and many are willing to enter into a mutually beneficial partnership with associations to negotiate a deal which suits both parties. Once a lease is signed, the association (or the Trustees it appoints) assumes the legal liabilities specified or implied by the agreement. Most leases specify that all liabilities become the responsibility of the association. Liability has important implications and associations should ensure they are adequately insured.

RISK, LIABILITY AND INSURANCE

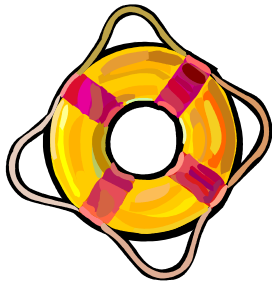
Without public liability insurance an association and its individual members will be liable for claims made against it once a the lease has been signed. It is essential that you have adequate insurance in place and that it comes into effect immediately when the self-management lease is signed.

SWCAA offer **FREE** public and product liability insurance up to £5million when you take out membership. We can also provide you with Employers Liability to cover you when under taking any works on your site. Please contact our office for more details.

All activities carry an element of risk and allotment gardening is no exception. It is important to carry out a risk assessment of the site. See SWCAA’s information on Health and safety on allotments on our website <http://www.allotmentssouthwest.org.uk/index.php?page=health-and-safety-guidance>

RESCUE PACKAGE

Best laid plans can fall apart - you need to ensure you can cope under pressure. A Self-management lease is a legal agreement so by assuming responsibility you have to be able to mitigate risks and deal



with hazards that arise. Regular reviews of your commitment levels, capacity and accountability arrangements can help prevent problems from arising.

For example, thorough, shared record-keeping can prevent information being lost if the person dealing with a funding application is taken ill. Part of ensuring long term success is to negotiate a pre-agreed rescue strategy with the land owner/allotment authority. The scope can vary – anything from them agreeing to accept back some duties (such as collecting rents) for a short period whilst issues are ironed out, through to a full-scale wind up of

the association and a return of all duties to the land owner/allotment authority. If the association winds up, the other party may require a set notice period, so it is sensible to bear this in mind when you are negotiating the written agreement and when you hold meetings and make capacity checks too. With well thought out planning, a carefully negotiated lease, and regular meetings, few associations will ever reach the stage of having to call upon a rescue strategy, but it is a useful clause to have in a lease in case something happens to make your hard work go to waste.

CONTACTS

If you would like to speak to someone regarding self-management and its pro's and con's you can contact Mr Peter Hunkin SWCAA Director who will only be too happy to help.

E-mail in the first instance peter.hunkin@mypostoffice.co.uk

Alternatively for more information contact SWCAA

22 Miller Crescent, Barnstaple, Devon, EX32 7DZ

01271 327087 e-mail swcaa@btconnect.com

www.swcaa.co.uk

SWCAA hope you have found this information useful.

If you have any other questions which are not covered here please contact us and we will be only too happy to help.

SWCAA is a non-profit Community Interest Company run by volunteers any donations you can make to us will greatly help us to continue to provide this much needed service.

Other titles available

Starting an Association

Allotment Management and Beekeeping

Keeping Chickens and Animals on Allotments

Composting

Beginners Guide to Growing Your Own

Gardening in Schools

Polytunnels and Greenhouses on Allotments

Campaigning for a New Allotment Site

Considerations for drafting Allotment Policy

Saving a Site

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