

Co-Chair	Phil Baker	St Clements & District	Officer - Disputes	Roy Leach	Kestrel Crescent
Co-Chair	Nick Jackson	Osney, St Thomas & New Botley	Officer - Website	Jane Millar	East Ward
Treasurer	John Lardner	Headington Eden Drive	Officer	Julia Brocklesby	Thompson Terrace
Secretary	Jon Willis	East Ward			

Notice from ODFAA to Allotment Association Members - New Lease & Site Rules

The following is an explanation of the disagreement between ODFAA and Oxford City Council over the terms of the proposed new Lease. It is regarding a number of issues including the liability for repair and replacement of allotment fencing and gates.

ODFAA (Oxford & District Federation of Allotment Associations) has been negotiating the terms of a new 21 year Lease and Site Rules with Oxford City Council (OCC) since autumn 2019. The impact of COVID on Council resources has meant this process has taken a lot longer than anyone might have imagined. However, by the end of 2022, agreement had been reached on a range of issues and assurances given that the rent proposed for the original start date in September 2021 would be retained in 2023. The one major area of disagreement remained the requirement that Associations accept liability for repair and replacement of all fencing and gates.

During the course of this year: -

- ODFAA received a quote of £45-50,000 for re-fencing one of the medium sized sites, underlining our concern about the financial implication of the OCC requirement and the unreasonable expectation that Associations would be able to afford this liability.
- After taking expert legal advice, which confirmed the singular nature of Allotment Leases, ODFAA proposed that indexing future rent increases to the Retail Price Index with no discussion was not acceptable, preferring to retain the historical negotiation on rent levels. This was rejected.
- OCC at one stage announced the Lease would be for 20 years, with rent reviews every 5 years, as opposed to 21 years and reviews every 7 years that had been agreed since the outset. Agreeing to revert to the previous term was presented as a 'concession'.
- OCC 'modified' the proposed Lease to one that requires Associations to maintain fencing and gates in the same condition at the start of the Lease. This was presented as a major concession.
- OCC announced the new rental level, based on RPI, would increase by 25% above the agreed 2021 level.

As a result of these continuing disagreements ODFAA sought confirmation from Association members that either negotiations were at an end or further efforts might be made to reach an acceptable agreement. At a meeting in the Town Hall on September 19, Associations mandated ODFAA to seek a compromise on the financial liability of fencing and gates repair and replacement.