

Co-Chair	<a href="#">Phil Baker</a>	St Clements & District	Officer - Disputes	Roy Leach	Kestrel Crescent
Co-Chair	<a href="#">Nick Jackson</a>	Osney, St Thomas & New Botley	Officer - Website	Jane Miller	East Ward
Treasurer	<a href="#">John Lardner</a>	Headington Eden Drive	Officer - Website	Kathy O'Donnell	Thompson Terrace
Secretary	<a href="#">Jon Willis</a>	East Ward	Officer	Julia Brocklesby	Thompson Terrace

## 2024 Summer Update

### Lease negotiations

Dear Association Chairs & Committees

While slightly nervous of claiming anything to do with the new Lease & Rules is complete until paper is 'in hand', as it were, we have certainly reached the final stage of the negotiations. Subject to complete texts arriving next week, and the new rent calculations being produced, we have achieved virtually all we were mandated to propose.

The one main casualty of the protracted re-writings is the former ambition to make the new Lease short and devoid of legalese - a relatively small price for the substantive gains made. We will be providing explanation of the key sections in due course.



You may recall, if your memory is good, that ODFAA was asked to go back to OCC and negotiate changes to the Lease (and Rules) as discussed at ALM. These changes included:

- approving the managed cultivation of Hazel, alongside soft and top fruits
- the traditional management of Willows outside of ODS triennial tree inspections
- the ability of Associations to conduct other tree maintenance beyond ODS' limited work, using approved contractors, and at the Associations' expense.
- establishing a Boundary 'Repair' Fund using 50% of the annual rents balance held by OCC (after payment of the Public Liability Insurance premiums), and using a 3-part formula to determine Associations' contribution to any repair costs based on:
  - Up to 50 plots = 0% contribution from association
  - 50-100 plots = 25% contribution from association
  - 100+ plots = 50% contribution from association
- confirming OCC continuing liability for any asbestos monitoring and maintenance of any buildings previously provided by the Council on some sites.

These have all been agreed. We have also agreed criteria for establishing priority access to the 'repair' fund based on H&S/site security and conceded OCC's ability to recover some or all of any additional expenditure in one year – due to insufficient money in the 'repair' fund – in the following year.

The Rules have been updated and modified to reflect relevant changes in the Lease and to clarify a few issues that have been the subject of confusion and/or disagreement.

One change in particular makes it clear that no more than 20% area of any plot can be 'covered' by combinations of storage, growing or livestock structures. Individual structure sizes will be left to the judgement of the Association and, in the case of hen houses, statutory requirements for animal welfare. Height restrictions under Planning Regulations remain as before.

We have retained the ability of Associations to make supplementary site rules that are necessary and appropriate to their circumstances, so long as they don't contradict anything in the OCC Rules or the Lease.

Just in terms of process, we will be inviting one representative from each site to a **Zoom meeting on Thursday 25<sup>th</sup> July** [*Zoom invite is included in the email to which this update is attached*] which will follow circulation of the final draft texts.

The purpose being to facilitate a first run of comments and queries before taking the Lease & Rules to an ALM/AGM in September for formal confirmation. Following that, there will be three more key steps to conclude the overall process of roll-out: -



- OCC will tailor each Lease to any specific characteristics of the Association - this might be because of legal status, public rights of way or other 'shared' access, or where OCC is not the landowner etc.
- Each Association will need to ensure it produces written and picture evidence of overall site and boundary condition, that can be agreed with OCC before the Lease is signed – this is crucial to hold as evidence for future reference.
- When the Lease is signed, the Association should arrange for the Lease to be registered with the Land Registry – the time window for doing this might vary; further advice will be provided.

In discussion with OCC, it is unlikely that the roll-out of the individual site agreements will be concluded much before the end of 2024, but being later in the queue makes no difference.

One thing that OCC do need now is a full and accurate update on the current and proposed legal status of all Associations, as this makes a difference to the type of signatories from the Association and so OCC know how many of each Lease to produce.

**Please will each Association confirm as soon as possible by email to John Lardner ([johnplardner@hotmail.com](mailto:johnplardner@hotmail.com)) whether you are:**

- a) Incorporated – as either Cooperative or Company**
- b) Unincorporated – and intending to remain so**
- c) Unincorporated – but intending to become Incorporated, and by when.**

If you are, and intend to stay Unincorporated, you must be able to provide at least two Association members who are willing to accept individual liability as signatories to the new Lease.

If you are intending to change to Incorporated, the timing of completion might have a bearing on whether OCC will wait till that is done or require individual 'trustee' signatories to start with.

We will pass on the texts and details of the rents as soon as we receive them.

**The ODFAA Committee**