

METHOD OF WORKS AGREEMENT

St George's Allotment Site Improvements

1. Project and Parties

This Method of Works Agreement is between Melbourn Parish Council ("the Council") as landowner and Melbourn Allotment Association ("the Association") as the body coordinating the works at St George's Allotment Site, Melbourn.

2. Purpose of this Agreement

This agreement sets out how the proposed improvement works will be planned, managed, approved, and carried out at the Site, including the order of the work, site controls, and each party's responsibilities.

The aims of this agreement are to:

- Describe the works to be carried out and the agreed order for doing them
- Set out the measures to protect site users, neighbours, and the surrounding area during the works
- Make clear the responsibilities of the Council, the Association, and any appointed contractors

3. Site Description

The works relate to St George's Allotment Site, Melbourn ("the Site"). As this is an active allotment site, the works will be planned to keep access safe, limit disruption to plot holders and other users, and protect nearby boundaries, highways, and footpaths.

4. Scope and Sequence of Works

The parties agree that the works covered by this agreement are the installation of perimeter fencing and access gates, together with the installation of a permanent composting toilet. Subject to any required approvals and explicit planning permission, the expected order of works is as follows:

1. Confirm design details, approvals, and contractor appointment before any physical works begin
2. Arrange delivery of materials to the Site and identify safe storage areas
3. Set out the fence line and gate positions and establish any temporary safety controls required for the work area
4. Install perimeter fencing and access gates in accordance with the approved layout and specification
5. Prepare the location for the composting toilet and complete installation in accordance with the manufacturer's requirements and any approved details
6. Remove waste materials, clear the working area, and inspect the completed works before handover

No significant change to the agreed scope, location, specification, or way the works are carried out may go ahead without the Council's written agreement.

5. Planning and Statutory Requirements

The planning authority has confirmed that planning permission is required for both the perimeter fencing and gates and the permanent composting toilet. The Council will act as the Applicant and the Association will act as the Agent and will prepare and manage the supporting information on the Council's behalf unless both parties agree otherwise in writing.

No works will begin until planning permission has been granted for both parts of the project, any other necessary permissions or consents have been obtained, and any pre-commencement conditions have been discharged.

The Association will prepare supporting information, respond to planning queries, and monitor compliance with planning conditions and other legal requirements during the works.

- All works must comply with planning legislation, building regulations where applicable, and relevant health and safety requirements

- The final fence height, position, and toilet installation details must match the approved or otherwise authorised arrangements before work starts

Before work starts, the following must be in place and confirmed:

- Planning permission for the perimeter fencing and gates
- Planning permission for the permanent composting toilet
- Compliance with any planning conditions, approved plans, and any other applicable statutory requirements

6. Supervision, Procurement and Contractor Management

The Association will appoint and coordinate contractors for the works and will be the main day-to-day contact during delivery.

Where practical, the Association will obtain at least three quotations and keep records of contractor selection and key project documents.

The Council will not manage contractors directly, but it may inspect progress and raise reasonable concerns about safety, quality, or compliance.

Before work begins, the Association will confirm the intended programme, contractor details, and contact arrangements for the period of the works.

7. Programme of Works

Before work starts, the Association will give the Council the proposed start date, expected duration, and estimated completion date.

The Association will tell the Council as soon as reasonably possible about any significant delay, change in sequence, or issue affecting access or safety.

8. Site Management and Access Arrangements

The Association will make sure safe access and exit are maintained at all times so far as reasonably practical. Materials will be delivered in a controlled way, stored in agreed areas, and kept clear of routes used by plot holders, pedestrians, and vehicles.

The Association will organise the works to keep disruption to allotment users, neighbouring properties, nearby highways, and footpaths to a minimum.

The Association will make sure temporary barriers, warning signs, or short-term exclusion areas are used where needed to separate the working area from allotment users and visitors.

9. Health and Safety

9.1 The Association will make sure that all contractors:

- Are competent, ~~and~~ suitably qualified, ~~and appropriately trained for any asbestos-related ground disturbance, including holding current Category B non-licenced asbestos training, with the certificate being in date within the last 12 months~~
- Comply with relevant health and safety law
- Prepare suitable risk assessments and method statements where needed

9.2 Copies of relevant documents, ~~including current asbestos training certificates and waste disposal evidence where applicable~~, will be provided to the Council on request.

9.3 Environmental and Housekeeping Controls

The Association will make sure contractors keep the Site tidy, remove waste regularly, control dust and noise so far as reasonably practical, and avoid unnecessary obstruction of access routes and neighbouring areas.

10. Insurance and Competence

The Association will make sure appointed contractors are competent for the tasks they undertake and hold public liability insurance of at least £10,000,000 (£10 million).

Evidence of insurance and, where relevant, competence or qualification information will be given to the Council before work starts if requested.

Where required by law, contractors will also hold employers' liability insurance and any other cover relevant to the work being carried out.

Relevant risk assessments, method statements, and product or installation information will be kept by the Association or appointed contractors and made available on request.

11. Damage, Defects and Reinstatement

The Association will make sure the works are carried out with reasonable care and that any damage caused during the works to the Site, surrounding areas, or existing features is put right within a reasonable time.

If any part of the completed works is found to be defective, incomplete, or not in line with the agreed scope, the Association will arrange for it to be corrected within a reasonable time after being told.

12. Completion, Ownership, Maintenance and Insurance

12.1 When the works are complete, the Site will be inspected and left safe and tidy, with surplus materials and waste removed. Completion will be subject to the Council's acceptance of the works.

12.2 Once the completed works have been accepted by the Council, the installed fencing, gates, and composting toilet will become the property of the Council.

12.3 The parties recognise that the long-term maintenance arrangements for the fencing, gates, and composting toilet will need to be agreed following completion. At the date of this agreement, it has not yet been determined what ongoing inspection, cleaning, routine maintenance, minor repairs, or other upkeep the Council will wish to take on directly and what, if any, responsibilities will be carried out by the Association. Unless and until the parties agree a separate written arrangement for ongoing maintenance, the Council, as owner of the installed assets, will retain control over any major repair, replacement, renewal, or alteration, and the Association must not make any major alteration or replacement without the Council's prior written agreement.

12.4 Any snagging items identified after completion will be dealt with by the Association or the appointed contractor within a reasonable time. The parties will also need to confirm the ongoing insurance position for the completed assets, including whether they are covered under the Council's existing insurance arrangements and whether any additional or amended cover, inspection, or risk management requirements will apply.

13. Monitoring and Communication

The Council may inspect the Site and the progress of the works at reasonable times during the project.

The Association will keep the Council informed of key milestones, significant issues, and completion of the works, and will respond to reasonable requests for information.

14. Suspension and Ending this Agreement

Before the works start, either party may end this agreement by giving written notice to the other. After the works have started, the Council may require the works to stop or may end this agreement if there is a serious concern about safety, legal compliance, insurance, or a significant departure from the agreed scope or method.

- Unsafe working practices
- A breach of planning permission, planning conditions, or other applicable legal requirements
- Failure to maintain required insurance
- Unauthorised change to the approved works
- Planning permission being refused or granted subject to conditions that make the project impractical

If the works are stopped or this agreement ends, the working area must be left in a safe condition and no further work may take place until the issue has been resolved or a new written agreement is in place. The parties will also discuss and confirm what happens to any partially completed works, materials on Site, and costs already committed.

15. Review of this Agreement

This agreement will be reviewed if the scope, sequence, contractor arrangements, or site controls change in a significant way before or during the works, and any agreed change will be recorded in writing.

16. Agreement and Acceptance

The signatures below confirm that this Method of Works Agreement has been reviewed and accepted by both parties for planning, coordinating, approving, and monitoring the works described above.

17. Signatures

Signed for and on behalf of Melbourn Parish Council

Name: _____

Position: _____

Signature: _____

Date: _____

Signed for and on behalf of the Melbourn Allotment Association

Name: _____

Position: _____

Signature: _____

Date: _____