

Weybridge Land Charity's verbatim notice of termination to WAHGA – July 19th, 2021 – and WAHGA response

NOTICE OF TERMINATION OF AGENCY AGREEMENT

Please accept this letter to be a Notice of Termination of the Agency Agreement between the Weybridge Land Charity (WLC) and WAHGA, and its subsequent modifications and currently in force and first entered into in April 2003. The agreement provides for either party to serve notice of termination on giving 12 months notice. Accordingly the Agreement will terminate on 31 July 2022.

This week, Trustees of WLC have read both your letter dated 14 July and the latest WAHGA Newsletter published on 15 July, having also read the previous newsletter published in June, all in the context of a long history of correspondence on the subject of roles and responsibilities of the parties which started back in July 2019.

The conclusion from these communications is that the current committee of WAHGA does not, and has not, understood the role of WAHGA as the Agent of WLC and has not maintained the purpose, spirit and intent of the long standing Agency Agreement. It is clear that in its public and private communication with committee and tenants the WAHGA Committee has purposefully misrepresented the actions and intentions of the WLC for its own purposes. It is not possible for an agent of the Charity to be overtly working against WLC objectives and responsibilities.

The decision of Trustees has not been reached easily or lightly, and comes only much effort to encourage alternative options. It remains the case that Trustees would much prefer to maintain a viable and proactive Agency arrangement with a tenants association. However, Trustees have concluded that that will not be possible with the current WAHGA committee and its leadership in place.

During this coming 12 month notice period Trustees will consider three different possible options for the oversight and management of the allotments. One of those includes the active involvement of tenants in an association. WLC Tenants will be invited to contribute to this process and to make constructive proposals.

WLC Trustees remain committed to retention of the Churchfields allotments as allotments and to enhancing the value they bring and for there to be even more active community involvement in them. The actions of WLC in the past 12

months demonstrate a positive commitment to the continuation of the allotments and further, the improved management and investment in the property.

Trustees regret having to serve this termination notice, but after serious consideration we have concluded that there is no alternative if the Charity is to achieve its objectives.

We are willing to meet to discuss the steps to be taken to achieve an orderly transition for both parties to the new arrangement over the coming 12 months.

Yours sincerely

Helen Lamb

Chair

chair@weybridgecharity.org.uk

WAHGA response to notice of termination

Dear plot-holder/WAHGA member,

We are writing to inform you that, at 1.30pm on Monday, July 19th, Weybridge Land Charity informed WAHGA that it was issuing a formal notice of termination and that, as of July 31st, 2022, WAHGA will no longer represent plot-holders and will no longer manage any aspect of Churchfields Allotments.

WLC contends that “the current committee of WAHGA does not, and has not, understood the role of WAHGA as the agent of WLC and has not maintained the purpose, spirit and intent of the long-standing Agency Agreement”. Their notice of termination contends that “it is clear that, in its public and private communication with committee and tenants, the WAHGA Committee has purposefully misrepresented the actions and intentions of the WLC for its own purposes”, adding “it is not possible for an agent of the Charity to be overtly working against WLC objectives and responsibilities”.

The letter states that the Trustees of WLC would prefer to maintain a viable and proactive Agency arrangement with a tenants' association: "However, Trustees have concluded that that will not be possible with the current WAHGA Committee and its leadership in place."

WHAT DOES THIS MEAN?

This means that, unless WLC withdraws its termination notice or some kind of compromise is reached between both parties, from August of next year, WAHGA will no longer be able to represent the interests of plot-holders to the charity and will not be carrying out any of the work it currently carries out – largely in supporting plot-holders and managing all activities relating to plot-allocation, monitoring and addressing the waiting-list. Other activities managed by WAHGA include: ensuring a plentiful supply of free woodchip; providing equipment, such as strimmers and hand mowers, free of charge; giving gardening advice in person and *via* regular newsletters; offering guidance to new plot-holders; encouraging biodiversity and sustainability to improve pollination and increase plot-holders' chances of successful cultivation; responding quickly to many plot-holder enquiries and practical requests for help in person and *via* our e-mail system. The shop, which has had a particularly successful year, would only continue to operate in the event of WLC agreeing to its continued existence and in the event of WAHGA Committee members being prepared to continue to run it.

This means that WLC would have to find another group or organisation to take over WAHGA's responsibilities or fulfil its roles through its own endeavours.

WHAT HAPPENS NEXT?

The WAHGA Committee – newly elected at our AGM on Monday, July 19th just hours after WLC's notice of termination was issued and explained to those present – will meet in the next few days and consider the options before us. We will not rush to any judgements. We will then come back to our plot-holders and members and outline our proposed strategy. If supported, we will then proceed along the lines agreed.

WHAT DOES THE WAHGA COMMITTEE THINK ABOUT THE WLC ANNOUNCEMENT?

The WAHGA Committee is disappointed by the WLC announcement and notes the timing of its issue - shortly before our AGM. WAHGA's Committee rejects WLC's

suggestion that it has failed to understand its role as agents of WLC. There has been no misrepresentation of WLC's actions and intentions and WAHGA has never worked against WLC's objectives and responsibilities. In fact, we have tried to help them deliver their objectives in a more focused manner.