

WESTERN WARDS ALLOTMENT ASSOCIATION

Trustees:

NAME	CONTACT DETAILS

ALLOTMENT TENANCY AGREEMENT SITE MANAGER'S COPY

ALLOTMENT SITE	ALLOTMENT MANAGER'S NAME	CONTACT DETAILS

TENANT'S DETAILS		PLOT DETAILS	
Full Name:		Allotment Site	
Tenant's Address:		Allocated Plot Number:	
		Approx. Size of Plot: (in Rods)	
Postcode:		Annual Rent: See 2.4	
Telephone Number:	Home:		
	Mobile:		
Email:			

AS WITNESS the hands of the parties on the date here before written:-

	Name (Block Capitals)	Signature	Date
SIGNED and DELIVERED by the said;			
Allotment Site Manager:			
I have been provided with a copy of the Association's rules and have read the same in line with the Tenancy Agreement. I agree to abide by these Rules:			
SIGNED and DELIVERED by the said;			
Tenant:			

Distribution:

Site Manager's Signed Copy - To be retained by Allotment Site Manager (Page 1 only)

Tenant's Signed Copy – To be retained by the Tenant (With a complete copy of 'The Agreement' pages 5-19).

INTENTIONALLY BLANK

WESTERN WARDS ALLOTMENT ASSOCIATION

Trustees:

NAME	CONTACT DETAILS

ALLOTMENT TENANCY AGREEMENT TENANT'S COPY

ALLOTMENT SITE	ALLOTMENT MANAGER'S NAME	CONTACT DETAILS

TENANT'S DETAILS		PLOT DETAILS	
Full Name:		Allotment Site	
Tenant's Address:		Allocated Plot Number:	
		Approx. Size of Plot: (in Rods)	
Postcode:		Annual Rent: See 2.4	
Telephone Number:	Home:		
	Mobile:		
Email:			

AS WITNESS the hands of the parties on the date here before written:-

	Name (Block Capitals)	Signature	Date
SIGNED and DELIVERED by the said;			
Allotment Site Manager:			
I have been provided with a copy of the Association's rules and have read the same in line with the Tenancy Agreement. I agree to abide by these Rules:			
SIGNED and DELIVERED by the said;			
Tenant:			

Distribution:

Site Manager's Signed Copy - To be retained by Allotment Site Manager (Page 1 only)

Tenant's Signed Copy – To be retained by the Tenant (With a complete copy of 'The Agreement', pages 5 to 19).

INTENTIONALLY BLANK



**WESTERN WARDS ALLOTMENT
ASSOCIATION**

TENANCY AGREEMENT

Table of Contents

1. Agreement to Let.....	7
2. Rent.....	7
3. Use.....	7
4. Cultivation.....	8
5. Ponds, Trees & Invasive Plants	8
6. Water	8
7. Bonfires	9
8. Waste Materials, Pollutants and Sprays.....	9
9. Structures, Fences and Hedging.....	10
10. Paths & Tracks.....	11
11. Dogs.....	11
12. Bees and Poultry	11
13. Disputes and Harassment	12
14. Site Safety, Security and Duty of Care	13
15. Unauthorized Persons & Visitors.....	14
16. Vehicles, Tents & Caravans	14
17. Change of Address & Notices	14
18. Plot Inspections	14
19. Observance of Rules	15
20. Tenancy Termination	15
Appendix A - Tenancy Breach Procedure Flow Chart	17
Appendix B – Rectification Notice	18
Appendix C – Notice to Quit	19

THE AGREEMENT:

Now it is agreed as follows:

1. Agreement to Let.

- 1.1. The Association agrees to let and the above named tenant agrees to take the allocated Allotment Plot as detailed in on page 1 of this agreement on a 12 month tenancy, subject to a three month probationary period (see para 4.3) from the date of this agreement, subject to the covenants conditions, exceptions and reservations contained in the lease under which the Association holds the land, for an annual rent payable in advance and a proportionate rent for any part of a year over which the tenancy may extend.
- 1.2. The tenancy of an allotment is personal to the tenant named in the agreement. In the case of Group tenancies, the tenancy belongs to the Group itself, covering any and all members of the Group, not only the individual named signatory of the tenancy.
- 1.3. The tenant may not assign, sublet or part with possession or control of all or any part of their allotment.

2. Rent.

- 2.1. The rent year runs from 1st October. Tenants taking up any an allotment within the rent year will normally be invoiced for the remainder of the year with a pro rata amount.
- 2.2. The tenant must pay the rent in full and in advance to the Honorary Treasurer of the Association by 10th November in each year along with any Association Fees. The rent is subject to an annual review by Fareham Borough Council (see para 2.4).
- 2.3. A tenant may voluntarily relinquish their allotment at any time giving 14 day's notice, or have their tenancy terminated for breach of the tenancy agreement before year end but no rebate will be payable.
- 2.4. Rent may be increased annually to coincide with the beginning of each new allotment year, provided that the Association takes reasonable steps to give at least 28 day's notice. This notice may be in writing to individual tenants and/or displayed prominently at notice boards. Failure to give written notice to any individual tenant or failure on the tenant's part to read any information left on notice boards will not invalidate that, or any other, tenant's rent increase.

3. Use.

- 3.1. The tenant must use the allocated plot as an Allotment Garden only and for no other purpose. The tenant is responsible for clearly displaying the allocated plot number.
- 3.2. Tenants must use their allotment and any structures on it for their own personal use and must not carry out any business or sell produce from it (unless sold for the benefit of charity or the Association). Tenants may not use their allotment as a place of residence and/or sleep overnight.
- 3.3. The allotment is rented to the tenant for the purpose of cultivation of herb, flower, fruit and vegetable crops or livestock management, where permitted.
- 3.4. Only materials for use on the plot may be stored there, relevant to the purpose of the allotment cultivation such as beanpoles, cloches, pots and netting for seasonal use. No tyres, carpets or other waste products are to be brought on site.

4. Cultivation.

- 4.1. The cultivated area is defined as the area that is cultivated for crop or flower production. Cultivation requires the tenant to regularly dig or mulch, maintain free of pernicious weeds at least 80% (four fifths) of the plot. Compost bins, glass houses, water butts, poly-tunnels and fruit cages are also included within the cultivated area, as are ornamental flower crops. Areas of lawn or meadow are not included within the cultivated area.
- 4.2. The tenant must also maintain any pathway bordering the allocated Allotment Plot keeping them trimmed to a reasonable length. The width of the pathway shall not be altered or reduced without prior agreement with the Site Manager.
- 4.3. New tenants must make all reasonable efforts to put the allocated Allotment Plot into cultivation within the first three months from the date of this tenancy agreement and acknowledge that the Association will make an inspection after the three-month probationary period to establish that the cultivation has in fact been achieved.
- 4.4. The whole plot, including uncultivated areas, must be kept safe and tidy at all times. Tenants whose plots are found on inspection by the Association not to be in a satisfactory condition will be subject to the Breach Resolution Procedure and may be issued with a Rectification Notice. Failure to comply may then result in a Notice to Quit.

5. Ponds, Trees & Invasive Plants

- 5.1. All trees, bushes and hedging on rented or vacant plots over the absolute height of three metres in height are in breach of allotment rules and plot holders may be asked to prune them.
- 5.2. Tenants must not, without consent of the Site Manager cut or prune trees outside of their own allotment or plant any trees which will exceed an absolute height of three metres and/or allow self-seeded trees to grow on their allotment, including any that are growing through perimeter fencing.
- 5.3. Fruit trees are permitted but will normally be included within the 20% of non-cultivated area (See para 4). Where fruit trees are planted outside of the 20% non-cultivated leisure area, the soil beneath fruit trees must be planted with productive crops or other plants in accordance with cultivation rules.
- 5.4. Invasive plants such as bamboo, all types of willow and fast growing conifers (including Christmas trees) are not permitted. Tenants whose Plots are found to have invasive plants growing will be subject to the Breach Resolution Procedure and may be issued with a Rectification Notice. Failure to comply may result in a Notice to Quit.

6. Water

- 6.1. All stand pipes and water butts beneath standpipes will be considered as a common resource to be shared with surrounding tenants. Any tenant who uses excessive quantities of water, or who is seen to consistently monopolize the water supply to the detriment of fellow tenants, if there is sufficient evidence will be put on notice.
- 6.2. Hose pipes are not permitted for direct watering of plants nor are the use of any attachments or sprinklers. Only watering cans / receptacles should be filled from a tap or water butt. Anyone found to be using hose pipes directly and if there is sufficient evidence will be put on notice.
- 6.3. Mains water will be available from March 1st to October 31st or as weather permits. Water supply is subject to seasonal restrictions and hosepipe bans that may be in force.

6.4. Any form of unattended mains connected irrigation, be it open hose flood irrigation or seep hose irrigation, is forbidden.

7. Bonfires

7.1. The tenant must make every effort to recycle as much waste from the allocated plot as is possible and bonfires must only be considered as a last resort in the disposal of waste or, where essential, to dispose of diseased crops. The following conditions are to be adhered to at all times of the year;

7.1.1. No material may be brought onto the Allotment Site for the purpose of burning.

7.1.2. The material to be burned must be thoroughly dry.

7.1.3. No fires are permitted between 1 June and 31 August. The bonfire can only be lit a maximum of two hours before sunset and when the wind is blowing away from neighbouring properties/dwellings.

7.1.4. Absolutely no bonfires are permitted during the day (between dawn and two hours before sunset).

7.2. In addition to crop waste, bonfires are permitted for the burning of un-treated or un-painted woody waste only. The burning of any other materials – such as plastics, tyres, carpet, MDF, laminated wood - is strictly prohibited.

7.3. Fires must be attended at all times until all material has burnt and the fire extinguished. Fires must be kept to a manageable size to ensure safe burning and a minimum of smoke production.

7.4. Smoke from a bonfire, which could be a nuisance to neighbours by interfering with the use and enjoyment of their garden or property, or could affect the comfort or quality of life of the public, could result in action taken by the Local Authority.

7.5. The Association, with good reason and publicised to all plot holders, reserves the right to prohibit bonfires on a specific plot and/or group of plots.

8. Waste Materials, Pollutants and Sprays

8.1. Waste regulations apply to materials brought on site by existing tenants. All potentially toxic materials should be removed from the allotment site and disposed of appropriately.

8.2. Waste from external sources, including green waste, may not be deposited on the allotment or any other part of the site. Materials such as horse manure and bark mulch are acceptable.

8.3. The bringing on site and use of rubble and hard-core for paths and other forms of construction is prohibited. Tenants may not remove any mineral, sand, gravel, earth or clay from the allotment gardens without the written permission from the Association and with notification to the Council.

8.4. The construction or installation of concrete pad footings for sheds or green houses, or concrete slabs for paving, or any solid brick and cement structures is prohibited. Narrow concrete blocks and brick footings will be allowed for a glass house.

8.5. The use of glass bottles for any form of construction or raised bed is forbidden.

8.6. All non-diseased vegetative matter shall be composted and used on the tenant's allotment. Diseased plants and perennial weeds can be burned as laid out in Section 7.

- 8.7. In the event that a tenant is put on notice for excessive materials such as timber, metal, carpet or tyres being left on plot, and if the tenant does not clear such materials, then the Association reserves the right to clear such materials and reclaim costs from the tenant in line with notice procedures.
- 8.8. If tenants witness someone illegally fly tipping rubbish onto allotment land they should report the fact to the Allotment Manager.
- 8.9. Sprays. When using sprays (including all weed killers, pesticides, insecticides, and fertilisers) only domestically available products may be used in line with current legislation and all guidelines for safe application adhered to.

9. Structures, Fences and Hedging

- 9.1. Sheds and sided structures shall be included within the 20% area accepted for non-cultivation. Poly-tunnels, glasshouses and fruit cages will be included within the cultivated area.
- 9.2. Any structure on the allotment must be temporary and maintained in safe order with an appropriate external appearance and condition. If the Association is not satisfied with the state of the structure, this will be subject to the Breach Resolution Procedure and a Rectification Notice may be issued and failure to comply may result in a Notice to Quit.
- 9.3. Tenants may put up one shed and no more than one greenhouse (including poly-tunnels) on their plot. Permission from the Association is required for all structures, with size and layout agreed.
- 9.4. Any structures erected on the allotment shall not be made from hazardous materials (e.g. asbestos) and the colour shall be in keeping with the natural environment.
- 9.5. The maximum size of a shed or greenhouse shall be no bigger than 2.5 metres long by 2 metres wide and 2 metres high, subject to the agreement of the Association and suitability to the site.
- 9.6. The maximum size of a poly-tunnel (or similar) shall be no bigger than 4 metres long by 2.5 metres wide and 2 metres high, subject to the agreement of the Association and suitability to the site.
- 9.7. All structures must be adequately secured to the ground to prevent uplift with sheds, glass houses or polythene structures.
- 9.8. All structures must be kept within the boundary of the allotment and must not be constructed over underground utilities (e.g. water supply pipes).
- 9.9. Solid fences adjacent to neighbours plots should not exceed 1 metre in height and wire and trellis fences should not exceed 1.5 metres in height.
- 9.10. Hedges that abut a tenant's plot should be trimmed by the tenant to maintain their intended size and purpose in agreement with the Allotment Association. No trimming shall be done during the bird nesting season, which runs from 1st March - 1st September, unless the hedge has been thoroughly checked to determine the presence of nesting birds prior to any trimming taking place.
- 9.11. No fast growing conifers or invasive screening plants such as bamboo or willow may be planted as hedging on allotment land.

10. Paths & Tracks

- 10.1. Paths abutting allotments must be kept trimmed by the tenant and not allowed to become overgrown. Shared paths between two allotments must be maintained, and grass cut by each adjoining tenant; paths must be kept clear of obstructions at all times.
- 10.2. All paths should be wide enough for easy pedestrian access to neighbouring plots.
- 10.3. Where car parking or vehicle access is permitted on an allotment site, users must ensure that all haulage ways have free access for other users.
- 10.4. Main tracks/roadways must not be obstructed or parked on by vehicles except for short term loading and unloading. Vehicles which frequently and persistently block haulage ways may be barred from the allotment site, at the discretion of the Association.
- 10.5. Stones or other materials are not to be deposited on the main tracks or designated parking areas. Stones are not to be used to fill 'potholes' or any other recess or dip in the main tracks on the allotment site.

11. Dogs

- 11.1. Dogs brought onto the allotments or any part of the site are to be kept on a short lead or otherwise restrained at all times.
- 11.2. Tenants are to ensure their dogs do not persistently bark or harass other allotment tenants.
- 11.3. The burial of any pets or animals on any allotment land is strictly forbidden.

12. Bees and Poultry

- 12.1. The tenant must not keep any animals or livestock of any kind except hens or bees. Tenants wishing to keep bees or hens on their plot must first apply in writing to the Association and may do so only when written permission has been given by the Association. There are no exceptions to this rule. The placement of bees on site without a bee agreement will be subject to immediate removal at cost to the tenant and a bee agreement will not be agreed retrospectively.
- 12.2. The maximum number of hens permissible per allotment holder is 5. No Cockerels are permitted.
- 12.3. Bees and Poultry are to be kept strictly in accordance with Fareham Borough Council guidelines and that of the Allotment Association. In the case of bees, the tenant must be a registered Bee Keeper and follow the process guidelines in order to be considered for approved bee keeping on the Allotment plot.
- 12.4. If plots are used for keeping bees and/or poultry, no more than 25% of the plot may be used and cultivation rates apply to the remaining space.
- 12.5. Tenants must ensure the bees and hens are checked at least daily, provide competent care and management and have the knowledge and skills to ensure the wellbeing of the bees and hens.
- 12.6. The tenant shall ensure that a suitably alternative and knowledgeable person is available to look after the livestock to the same standards set out in these Rules if the tenant is for any reason unable to inspect the bees or hens themselves.

- 12.7. The Association is within their rights to invite Officers from the Council – including Environmental Health – and RSPCA, or equivalent, to inspect bees and/or hens kept on site on a regular basis. Inspection by these parties can take place with or without permission of the tenant should concern arise. Any decision made by the Council or RSPCA, or equivalent, on matters associated with keeping livestock, will be final.
- 12.8. The placing of beehives on an allotment is subject to acceptance by the tenant of direct responsibility for insurance and development of a bee agreement. Best practice guidance for bee keeping can be found on the Beekeeping Association website.
- 12.9. Foodstuffs should be stored in a clean, tidy condition and properly protected from rodents and other pests. Any rodent infestation must be reported to the Allotment Manager immediately.
- 12.10. Keepers of bees and/or hens must ensure they are kept under control, effectively contained and provided with shelter suitable to their welfare needs and natural behaviours.
- 12.11. Shelters and structures are subject to the granting of relevant permissions of the Site Manager representing the Association (see Rule 9). Shelters should be as comfortable as possible and cleaned on a regular basis. Shelters should comprise of:
- Designed for the purpose and amount of the specific livestock.
 - Any stacked cages or hutches must have appropriate and adequate linings between them.
 - Protection from predators.
 - Clean, dry bedding to absorb moisture and odour.
 - Warmth during colder months and shade during hotter months.
 - Adequate draft free ventilation.
 - A sleeping area.
 - Any other specialist needs of the hens and/or bees such as exercise space.
- 12.12. Tenants will be held responsible for the health of their livestock and must ensure it is free from distress, pain, injury and disease – providing any preventative or veterinary treatment as and when necessary at their own expense.
- 12.13. Bees and/or Hens must not be traded or kept as part of a business.

13. Disputes and Harassment

- 13.1. Disputes with the Association or another tenant should be referred to, in the first instance, the Site Manager who will, if necessary, escalate to the attention of the Committee.
- 13.2. In the case of two tenants having an unresolved dispute and no one party can be proven as being in breach of any site rules, then the Association reserves the right to end the tenancy of both parties.
- 13.3. The Association and tenants are expected to comply with current FBC policies in respect of equality, diversity, harassment and discrimination.
- 13.4. Tenants must not discriminate against, harass, bully or victimise any other person/s on the grounds of race, colour, ethnic or national origin, social origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, disability, or disadvantaged by any condition which cannot be shown to be justified.

- 13.5. No tenant must cause another tenant harassment, alarm or distress. Any use of violence, or threats of violence or damage to another's property, will be grounds for immediate termination of tenancy.
- 13.6. Complaints about harassment are, in the first instance, to be referred to the Association which will investigate the matter. If the complaint is satisfied at that point then the matter will end there. The complainant will be able to respond within one month of the decision with reasons. If the complainant is not satisfied then both parties may, within one month of the decision, lodge all papers and evidence relating to the matter with the Council for a decision, which shall be final.

14. Site Safety, Security and Duty of Care

- 14.1. Tenant's plots, the allotment site or any structures thereon may not be used for any illegal, immoral or anti-social purpose. Tenants found to have committed an illegal or immoral act will be subject to immediate tenancy termination.
- 14.2. Tenants, even when not on site, have a duty of care to others on the allotment site or adjacent to it. This includes visitors, trespassers, other tenants, themselves and wildlife. This is particularly relevant in relation to:
- The timing and usage of mechanical equipment such as trimmers and rotovators, and the means to power them using as petrol, oil and gas. Tenants should only bring sufficient fuel onto the plot for their requirements and take away any fuel left over. No fuel is to be stored in sheds.
 - The prevention of obstruction of paths and haulage ways.
 - The sturdy construction of any structures or features on the plot.
 - The safe application and storage of pesticides (including weed killers and fertilisers), where manufacturers recommend application and storage methods, rates and precautions shall be adhered to and containers disposed of safely.
 - All tools, particularly sharp implements, must be stored in a locked shed, tool shed or building and not left out on any allotment plot.
 - Removal of broken glass and other hazardous materials, such as asbestos, in a safe and timely manner.
 - Security and maintenance of structures on the tenant's plot.
- 14.3. It is the tenant's duty to inform the Association of any accelerants stored on their plot – in case of fire, this information will be supplied to the Fire Service before they tackle any fire in question.
- 14.4. Unsafe working will be seen as a breach of these rules, and may result in immediate termination of tenancy. The tenant shall be liable for any damage or injury caused by unsafe working practices.
- 14.5. Tenants may not bring, use or allow the use of barbed or razor wire on the allotment.
- 14.6. All tenants and authorised persons must shut the gates on entry and departure to prevent access by unauthorised persons or animals. The last tenant to leave the site is to ensure the gate(s) is/are locked. This applies even if the gate is found to be already unlocked on arrival.
- 14.7. The Association is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on allotment. Tenants are advised not to store any items of value on the allotment, and to insure and mark any items kept at the allotment. Tenants should report incidents of theft and vandalism to the Association and the police.

14.8. Association and Council information including safety and security notices may be displayed on notice boards where provided. If tenants wish to display a notice relating to the allotment site, they must seek authorisation from the Site Manager. Commercial notices are not permitted. Responsibility for referring to the notice boards regularly lies with the tenants of the site.

15. Unauthorized Persons & Visitors

15.1. Only the tenant, or a person authorised or accompanied by the tenant, is allowed on the site.

15.2. The Site Manager may order any unauthorised person on the site in breach of these rules to leave immediately.

15.3. The tenant is responsible for the behaviour of pets, children and adults visiting the allotment. In an instance where a visitor breaches site rules then the tenant will be held equally responsible.

15.4. A tenant's plot(s) must not be used for large private gatherings, celebrations or parties. The playing of amplified music by tenants is forbidden.

16. Vehicles, Tents & Caravans

16.1. Motor vehicles may not be parked overnight or deposited on the allotment. Caravans and live-in vehicles are not permitted on any allotment land.

16.2. Overnight erection of tents, yurts and other temporary structures, as well as overnight camping, are not allowed on allotment land.

17. Change of Address & Notices

17.1. Tenants must immediately inform the Association, in writing, of changes of address, telephone number, email address or status.

17.2. Notices to be served by the Association on the tenant may be:

- Sent to the tenant's address in the Tenancy Agreement (or as notified to the Association under these rules) by post, registered letter, recorded delivery, hand delivery or email; or
- Served on the tenant personally; or
- By fixing the same in a conspicuous manner on the allocated plot.

17.3. Notices served under paragraph 17.2 will be treated as properly served even if not received.

17.4. Written information for the Association should be sent to the Site Manager in post.

18. Plot Inspections

18.1. All allotment plots will be subject to random inspections by the Allotment Manager.

18.2. Plots can be inspected with or without the tenant being present.

18.3. Conditions of the plot shall be noted referring only to rules relevant to plot use type, which will take into account tenants who keep bees and hens.

18.4. Inspection notes will be kept on record for an agreed period and any breaches of cultivation requirements detailed in Section 4 will be recorded and the Site Manager will issue a Letter of Rectification in line with the Breach Resolution Flow Chart.

19. Observance of Rules

19.1. A breach of any of these Rules may lead to issue of Rectification followed by Notice to Quit procedures in line with the Breach Resolution Flow Chart.

19.2. Tenants must comply with any reasonable or legitimate directions given by the Association in relation to the allotment site.

19.3. Legal Obligations. The Tenant must at all times throughout the tenancy, observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment, including the provisions of the Allotment Acts 1908-1950, which are available through the Association.

20. Tenancy Termination

20.1. The tenant may terminate the tenancy at any time by giving 14 day's notice in writing to the Association. If a tenant decides to stop cultivating an allotment part way through the year, they must notify the Association so that the allotment may be let to a new tenant without delay.

20.2. The Association may terminate plot tenancies in line with agreed notice periods in any of the following ways:

20.2.1. Ending on Death. This tenancy shall end on the rent day next after the death of the tenant. It will be at the Association's discretion if they wish to offer the plot in question to the deceased tenant's family member in the first instance before reverting to the waiting list.

20.2.2. Ending on Termination of the Associations Interest. This tenancy shall end on the day on which the tenancy or right of occupation of the Association determines.

20.2.3. Ending by Notice. This tenancy may be determined by either party giving to the other 12 month's previous notice in writing expiring on or before 1 January or on or after 1 June in any year.

20.3. Ending by Re-entry on Default. This tenancy may be ended by re-entry by the Association at any time after giving 28 day's previous notice in writing ('Notice to Quit') to the Tenant.

20.3.1 If the rent or any part of the rent is in arrears for not less than 40 days, whether legally demanded or not.

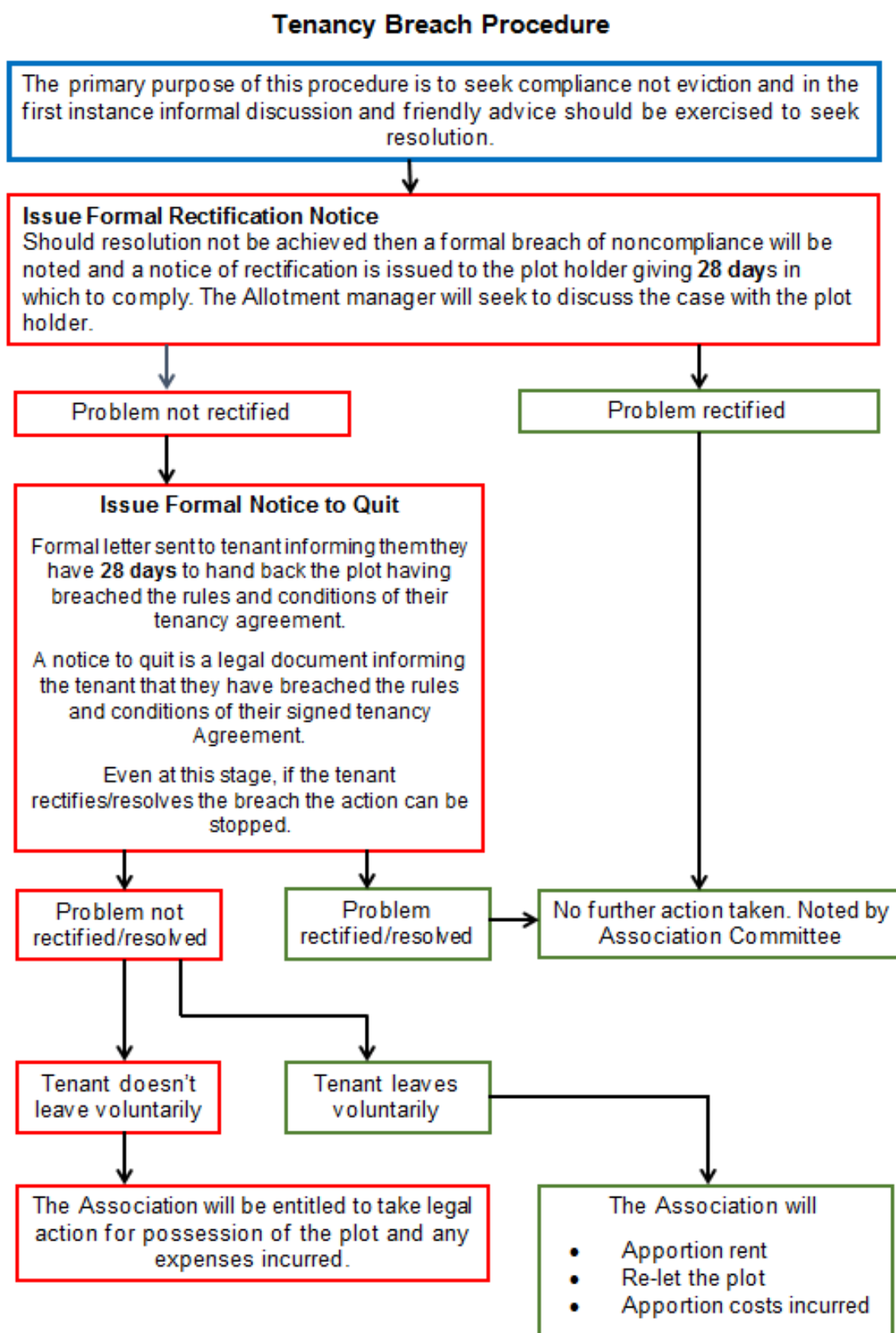
20.3.2 If it appears to the Association that there has been a breach of the conditions and agreements of this tenancy agreement on the part of the tenant provided that, if such a breach is of the conditions or rules affecting the cultivation of the allocated plot, at least 3 months have elapsed since the date of this tenancy agreement.

20.4. The Association may terminate plot tenancies by giving one month's notice to quit if rent is in arrears for 40 days or more (whether formally demanded or not).

20.5. The Association may terminate plot tenancies with immediate effect if the Association believes the tenant to have committed an illegal, violent or dangerous act, which brings the site, Association or Council into disrepute.

- 20.6. In exceptional circumstances, under the Lease Agreement signed by this Association, FBC may also terminate a plot tenancy, in line with the above agreed notice periods.
- 20.7. **Handing Back a Plot.** The tenant must hand the Allocated plot back to the Association at the end of the tenancy in good, clean condition. Any buildings or greenhouses including areas of hard standing or paving erected by the tenant must be removed from the plot and the Allotment site and in compliance with the obligations in this agreement. Discretion in this matter rests with the Site Manager.
- 20.8. **Informal Rectification Notice Procedure.** In order to attempt to resolve difficulties by agreement and prior to serving any Notice to determine the tenancy by re-entry or the service of any statutory notices associated with this procedure, the Association will first serve upon the tenant a written Rectification Notice setting out the breach and giving a 28 day period for the tenant to rectify the problem(s) and to discuss with the Association any difficulties they may be experiencing UNLESS the Association by the reasonable decision of its Chairman, in office for the time being and whose decision shall be final, determines that the breach is of a serious nature in which case there shall not be any requirement for a Rectification Notice to be served.
- 20.9. Any notice required to be given by the Association to the tenant may be signed on behalf of the Association by the appropriate Allotment Site Manager appointed by the Association or by any of the Trustees and may be served on the tenant either personally or by leaving the notice at the last known place of abode of the tenant or by letter sent by recorded delivery service, addressed to the tenant there or by fixing the same in a conspicuous manner on the allocated plot.
- 20.10. Any notice required to be given by the tenant to the Association shall be sufficiently given if signed by the tenant and sent in a prepaid post letter to the Chairman in office for the time being of the Association.

Appendix A - Tenancy Breach Procedure Flow Chart



Note: Further breaches of a Tenancy Agreement by the same tenant will require the procedure to be invoked to a maximum of two breaches.

RECTIFICATION NOTICE**Western Wards Allotment Association***Contact address**Plot holder details*

Dear

REFERENCE PLOT NO XXX

During an inspection of the site on _____ it was noted that your plot does not meet the standards as set out in your tenancy agreement.

I'm sure you will understand the need to maintain standards across the site and I would be grateful if you could address the issues as listed below within a period of 28 days.

Examples:

- *The plot is not being cultivated as per clause x of the tenancy agreement.*
- *A nuisance is being caused to neighbouring plot holders as per clause x of the tenancy agreement.*

I would be grateful if you could contact me to discuss the issues raised as failure to take any action may result in you being issued with a formal Notice to Quit.

Should you be experiencing any problems then I would be pleased to discuss the options available so as to achieve an amicable resolution.

Yours sincerely

Site Manager
Western Wards Allotment Association

NOTICE TO QUIT**Western Wards Allotment Association***Contact address**Plot holder details*

Dear

REFERENCE PLOT NO XXX

With reference to the Rectification Notice we issued to you, dated _____
for plot number _____

We have reviewed the situation in accordance with association procedures and your Tenancy agreement and regret that we have to serve you this Notice to Quit.

This is due to the fact that satisfactory improvements have not been made to the problems identified in the Rectification Notice.

Therefore in line with your tenancy agreement you now have 28 days from the date of this notice to vacate the plot and remove all personal effects. Any belongings not collected shall be stored for a maximum of 21 days after which the Western Wards Allotment Association will arrange for their disposal. All keys must be returned to the site Manager as soon as you have vacated the site.

You will appreciate that this measure is taken as a last resort but it is in the interest of all plot holders to uphold standards for the benefit of the site and optimise the use of the allotments.

Yours sincerely

Site Manager
Western Wards Allotment Association