



Worthing Borough Council
Worthing Allotment Management Ltd.

Allotment Garden Tenancy
Terms and Conditions

15 April 2022

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1. APPLICATION

- 1.1 These Terms and Conditions are made under Section 28 of the Small Holdings and Allotments Act 1908 and s1 of the Allotments Act 1922 and apply to all allotment Tenants, and members of Groups to whom Group tenancies have been granted.
- 1.2 Where allotment tenancies have been granted to groups or to beekeepers, additional terms and conditions will apply (see sections 19 and 20).
- 1.3 Tenants and members of groups to whom tenancies have been granted must also comply with any additional or alternative terms or regulations which WAM may make from time to time, and which will be displayed on notice boards and/or sent with rent invoices or at any other time.
- 1.4 If, at any time, a tenant feels the terms or the issue of a Notice to Quit have been applied unfairly or misapplied, they have the right of appeal. The appeal should be sent in writing, within seven days, to the secretary of WAM, Caroline Webb, 53 Bolsover Rd., Worthing, BN13 1NR (secretary@wamplots.org.). If the matter cannot be resolved then the tenant can appeal to the Council within ten days of a response by WAM. Council may be contacted by email: "customerfeedback@adur-worthing.gov.uk", or by writing to Customer Feedback, Adur District & Worthing Borough Councils, Town Hall, Worthing BN11 1HQ. This will be dealt with as a Stage 2 process as described in "<https://www.adur-worthing.gov.uk/complaints/#customer-feedback-aw>". Council's decision on the matter will be final. During the appeal, any Notice to Quit will be suspended.

All appeals must follow this procedure. Failure to do so will result in the appeal being dismissed.

See also our document "ideas, suggestions and complaints" on the web site.

2. INTERPRETATION of words used within this document

ALLOTMENT	A plot of land let by WAM for the cultivation of herbs, flower, fruit and vegetable crops and recreational gardening.
MINI-PLOT	A smaller than usual sized allotment plot, with additional limitations in use.
WAM	Worthing Allotment Management Limited
THE COUNCIL	Worthing Borough Council (The Landlord)
CONTRACTOR	Company appointed by WAM or the Council to administer the allotment service at any time.
SITE	An allotment site (consisting of several allotments) provided by Council – for example West Tarring.
RENT	The annual rent payable for the tenancy of an allotment.
RENEWAL NOTICE	Any notice of renewed rental charges.
DRIVE / HAULAGE WAY	The common roadways within the site for vehicular and pedestrian access to allotments.
TENANT	A person or Group Representative who holds an agreement for the tenancy of an allotment.

TENANCY AGREEMENT	A legally binding written document which records the terms and conditions of letting a particular allotment to an individual Tenant or Group.
OVERSEER	A Tenant with limited delegated duties who acts as an intermediary between other Tenants and WAM.
SITE MANAGER	An officer elected through WAM to manage the site day- to-day, including the work of the overseers.
WAGA	Worthing Allotments & Gardens Association
CO-WORKER	A person permitted by WAM to assist a tenant who in doing so assumes certain limited rights
AUTHORISED OFFICER OF WAM	For the purposes of this document this means a member of the Executive duly appointed at the AGM or any person to whom they delegate a specific task, for example an overseer appointed by them.
AUTHORISED OFFICER OF WAM	For the purposes of this document this means a member of the Executive duly appointed at the AGM or any person to whom they delegate a specific task, for example an overseer appointed by them.
STRUCTURE	Sheds, greenhouses, polytunnels and shelters

3. ASSIGNMENT, SUBLETTING AND CO-WORKING

- 3.1 An individual 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, not the individual named signatory of the tenancy. The maximum number of plots permitted for any single tenant will be determined by WAM with consideration for the waiting lists. Until further notice the maximum for new tenants is a total of two plots and this maximum applies both to individuals and to couples/households. Tenants occupying a WAM plot or Humber Avenue plot shall not be granted tenancy of another on Dominion Road, St Andrews, George Vth, Haynes Road or Hillbarn. The limit does not affect existing tenancies. It does not include small areas let for bee keeping.
- 3.2 The Tenant may not assign, sublet or part with possession or control of all or any part of the allotment.
- 3.3 The Tenant may share the cultivation with another party by applying to register a named Co-worker. Acceptance of the application is at the discretion of WAM. There may be only one Co-worker to any one plot and the intention is that Co-workers share the work - they are not intended to do all the work whilst tenants retire from it. This would be in effect an unofficial change of ownership and WAM reserves the right to consider that situation a de facto relinquishment. Co-workers must sign a Co-worker agreement, countersigned by the Tenant and sent to WAM for approval. Spouses and civil partners do not need to complete the Co-worker agreement. Any Tenant having the tenancies of more than two plots may not have a Co-worker; numbers of plots should be reduced first, allowing the Tenant to cultivate on his or her own before being allowed assistance. Co-workers can operate on more than one plot, but when granted a tenancy, they must cease co-working any other plot.

- 3.4 Co-workers will have authority to tend the allotment plot on his or her own. Co-workers will also have the right to be in a possession of an allotment gate key. These can be obtained from WAM through the overseer or site manager. A deposit of £10 will be required at all sites.
- 3.5 Co-workers are obliged to abide by these Allotment Terms and Conditions. Any breaches of the Allotment Terms and Conditions will result in a review of the Tenancy. The Tenant therefore is responsible for the Co-worker's actions at all times, and both would have to vacate the plot if the tenancy was terminated.
- 3.6 Co-workers or Tenants may end a Co-working agreement at any time, however only the Tenant can relinquish the plot. WAM must then be informed in writing in either case.
- 3.7 Should the Tenant decide to relinquish the plot, consideration will be given to the named Co-worker having first refusal of taking over the Tenancy, but only if they have been a recognised co-worker for 3 years and providing that no Non-Cultivation letters have been issued for that plot during that 3 year period and there have been no recorded instances of unacceptable behaviour. Current waiting list sizes shall also be considered before any decision regarding the co-worker's future tenancy is made.
- 3.8 It is the responsibility of the Tenant to inform WAM if it is proposed that the Tenancy of the plot is to be transferred to a named Co-worker. However, any proposal to transfer a tenancy to a Co-worker shall ultimately be at the discretion of WAM (See 3.7 above.)

4. CULTIVATION AND USE

Personal Use

- 4.1 Tenants must cultivate their allotment for their own personal use and must not carry out any business or sell produce from their allotment, unless sold for the benefit of a registered charity or for WAM or WAGA. This includes Group tenancies.

Permitted Use

- 4.2 The allotment is rented to the Tenant for the purpose of recreational gardening and/or the cultivation of herbs, vegetables, fruit and flowers for his/her own consumption and that of his/her family, in a manner that does not/is not in the opinion of an authorised Officer on behalf of the WAM likely to cause nuisance, annoyance or injury to neighbouring Tenants. Tenants may not use their allotment as a place of residence or sleep there overnight.

Cultivation

- 4.3 Allotments must be kept clean, free from weeds, maintained in a good state of fertility and cultivation and in good condition throughout the year. The whole plot, including any uncultivated areas, must be kept safe and tidy at all times. Tenants whose plots are, in the opinion of an authorised Officer on behalf of WAM, not in a satisfactory condition for the time of year shall be issued with a Non-Cultivation letter. Failure to comply with a Non-Cultivation letter will ultimately result in WAM terminating the tenancy. Plots set aside partially or solely for beekeeping are not expected to produce crops but must nevertheless be kept in a clean and weed free condition suitable for that purpose and not allowed to grow wild.

Hedges, Fences and Paths

4.4 Some plots are bordered by a perimeter hedge and/or a perimeter fence, and/or a perimeter border. If the hedge is rooted within the allotment site boundary, the tenant is responsible for maintaining the hedge. If it is rooted outside of the boundary, the tenant is not responsible, but should report excessive growth to their Overseer/Site Manager

Tenants shall ensure that growth in a perimeter border does not cause damage to any perimeter fence or wall and should not impede public passage. In cases where such growth already exists, the tenant should inform the Overseer/Site Manager to agree a strategy for control or removal.

Paths should, wherever possible, be maintained at a width of 24 inches and it is not acceptable to widen a plot by reducing the width of a border path.

4.5 Tenants are responsible for maintaining any hedge on or abutting their plot (for a site perimeter hedge see 4.4). These must be maintained by trimming both sides and top at least once per year. Such hedges must not exceed 1 metre in height.

4.6 Individual responsibility for non-perimeter hedges will be explained at the start of the tenancy.

Land between allotment plots and any drives must be kept free of weeds and obstructions.

Tenants may not erect a fence around their plot that restricts a view of the plot from the pathway - any fence should be no more than one metre in height and made of wood. Some plots have high fences inherited from a previous agreement (e.g. at Hill Barn, which used to have a public path running through it) and these can be retained until a change of ownership. However, if an existing gate has a lock, then the overseers and/or site manager must be given a key so that WAM has access to the plot.

A fence **must** be erected around any existing pond if it is below ground. (see 4.14).

Windbreaks are permitted, for example made from green mesh, but should not be higher than one metre unless against a perimeter fence.

The exception to this rule is any area exclusively used as an apiary, where 2 metre high fences are mandatory.

Trees

4.7 Tenants shall not plant any trees or shrubs (save for fruit trees and bushes) without the express and prior consent of WAM. Permission will not be given for planting Leylandii.

4.8 Fruit trees and bushes must be planted and maintained so that they do not interfere with the comfort or enjoyment or management of other Tenants, or owners and occupiers of properties adjoining or neighbouring upon the allotment plot or the allotment site of which the plot forms part. All new trees must be on dwarf rooting stock.

4.9 Tenants must not, without the written consent of WAM, cut or prune any timber or other tree which forms part of the overall site landscape.

4.10 WAM may at any time cut or prune any hedge or tree forming part of the overall site landscape.

Inspection and Access

4.11 The allotment (and any shed or greenhouse on it) may be inspected by an authorised officer of WAM or the police or The Council at any time and Tenants must provide access for that purpose as required.

Instructions given by WAM

4.12 Tenants must comply with any restrictions or reasonable directions given by an authorised WAM officer or by Council. If a contractor is employed by WAM to carry out work on site, then WAM's reasonable instructions must also be carried out, for example any movement of personnel in the interests of Health and Safety.

Ponds

4.13 All new ponds should be above ground. Existing ponds that are below ground shall be fenced (see 4.6) and can remain as such until a change of tenancy occurs, when WAM reserves the right to alter them.

4.14 Neither WAM nor the Council can accept liability for third party damage to property or to the person. Tenants with ponds are responsible for taking all reasonable precautions to protect trespassers or members of the public as required under the Occupiers Liability Act 1957 and shall fully indemnify WAM or the Council for all losses, claims fines payments or damages arising from any third party claim arising from any accident at the pond.

5. RENT

5.1 Tenants must pay the invoiced rent within 40 days of the due date on the invoice. Tenants who have not paid by this date will be issued a Notice to Quit. If the Notice to Quit is rescinded then an admin charge of £20.00 will be invoiced. The £20 penalty will be payable within 7 days of the NTQ being rescinded and failure to pay will result in the NTQ being reinstated. Note that, although WAM may exercise discretion in waiving this NTQ after late payment, it is not automatic and, if payment is late again at any time during the tenancy, such discretion may not be applied.

5.2 The rent year runs from 1st October to 30th September. Tenants taking up an allotment part-way through the rent year will pay a proportion of the rent based on 1/12th of the annual rental for each complete month remaining.

5.3 Tenants may voluntarily relinquish their allotment before October or have their tenancy terminated for breach of the tenancy agreement before the year ends but no rebate will be payable. However, in the case of a transfer to another plot at any site, the rent for the remainder of the year will be deemed to have been paid in lieu of the rebate for the relinquished plot.

5.4 Rent may be increased to coincide with the beginning of any given allotment year if agreed at the AGM.

5.5 It is the responsibility of the Tenant to make WAM aware that they are eligible for any reduction in rent offered by WAM. This reduction is limited to men and women who are 65 or over and, for all new tenants in future, as from 1st October 2015 to the first allotment only.

6. WATER, BONFIRES, COMPOSTING AND OTHER RESTRICTIONS

Water

6.1 WAM will provide water points for the reasonable use of allotment Tenants. Tenants will ensure that such water points are not contaminated by pesticide (including fertiliser and weed killer) or any other contaminant. Water points will be shut off during winter months,

the precise timings of which will vary. Any use of pumps, sprinklers or hose pipes from these water points is prohibited.

- 6.2 WAM will provide at each site 'push' taps primarily for emergency first aid purposes. . They are not to be used for irrigation purposes or attached to hoses.

Bonfires

- 6.3 The burning of allotment waste is only permitted on three sites - Chesswood, Hill Barn and West Tarring. At West Tarring it is only by prior agreement with overseers and within strict limits – normally once per year. Subject to weather conditions and wind direction, they will be timed to coincide as closely as practically possible with November 5th to reduce any nuisance to local residents. No West Tarring tenant may light a fire without such formal clearance and doing so may forfeit a tenancy. However, restrictions on bonfires may be imposed by Council or WAM if health, safety or environmental factors need to be considered.
- 6.4 Bonfires are allowed solely for the disposal of diseased plants and other materials unsuitable for composting, which should be as dry as possible to reduce smoke. They must never be left unattended or allowed to burn overnight. Tenants must exercise caution regarding smoke or heat being a nuisance to neighbouring Tenants. The burning of any plastic material is strictly prohibited. Any breach of this ruling is likely to result in termination of tenancy.
- 6.5 Nuisance caused by bonfires could result in prosecution under the Environmental Protection Act 1990. In addition, Tenants who light a fire within 50ft (15.24m) of the centre of a highway may be guilty of an offence under the Highways Act 1980.

Rubbish, Composting Recycling and Hoarding

- 6.6 Most green waste can be composted. All Tenants shall either share a compost bin/heap with a neighbouring plot or in the absence of any such agreement shall have a compost bin/heap on their own plot. All non-diseased vegetative matter from the maintenance of individual plots must be composted on that plot in properly constructed containers. Carpet may be used to line compost bins but may NOT be laid on the ground to suppress weeds, as it causes a long-term pollution problem. Tenants are expected to compost or re-use all matter arising from the cultivation of their allotment plot. Any matter that is not compostable or re-useable must be removed from the site by the Tenant.
- 6.7 Refuse and waste from outside the site must not be brought into the allotment site for disposal, exceptions being green waste, compost, manure and grass clippings which may be brought onto sites in reasonable quantities providing they are stored in a manner which does not infringe on drives, paths or neighbouring plots. Abuse of the system will be considered to be fly-tipping and may result in prosecution. The delivery of such materials must be arranged at times when the security of the site is not prejudiced and with the express and prior approval of WAM.
- 6.8 Asbestos may not be brought onto the site.
- 6.9 Diseased plants and perennial weeds should be removed from the allotment site as soon as possible by the Tenant.
- 6.10 Tenants must not deposit any unwanted material in any communal areas. Whilst allotments are obvious places to expect to see recycling and upcycling, it is also true that a great deal of material has been brought to site in the past, sometimes with good intentions, then left for others to clear up as rubbish. WAM has a responsibility to avoid

the accumulation of rubbish so hoarding of materials with no obvious horticultural purpose is not permitted. Overseers will use their discretion to decide what materials are permitted in what quantities.

- 6.11 Vehicle tyres may not be brought on to allotment sites under any circumstances. Tenants with tyres on their plots being used for horticultural purposes are encouraged to remove them. Tyres not being used for horticultural purposes are required to be removed immediately.

Barbed Wire/Razor Wire

- 6.12 Tenants shall not bring, use or allow the use of barbed or razor wire anywhere on any allotment site.

Removal of Materials

- 6.13 Tenants shall not remove, take, sell, carry away or transfer to another part of the site mineral, sand, gravel, earth or clay from the allotment, except with the express written permission of WAM. Nor should they remove without permission any manure, chippings, pallets or other materials delivered to site for communal use.

Causing Nuisance

- 6.14 Tenants, including Group members, shall not discriminate, harass, bully or victimise any other Tenant, Authorised Visitor, or Officer acting on behalf of WAM or the Council, or any owner/occupier of adjoining land or property. All the actions and statements of WAM tenants are expected to be within the limits set down by the Equalities Act 2010.
- 6.15 Tenants, including Group members, shall not enter onto any other allotment garden, interfere with crops, or take produce without that Tenant's express permission.
- 6.16 Tenants, including Group members shall not obstruct or encroach by cultivation or construction on any path or drive set out by WAM for the use of the occupiers of the allotment site.
- 6.17 Tenants, Group members, family members or Authorised Visitors behaving inappropriately to any other Tenant, Group member, Authorised Visitor or Officer acting on behalf of WAM will render the Tenant or Group in breach of The Allotment Tenancy Agreement and action may be taken to terminate the Tenancy. Future applications to WAM for an allotment tenancy either by the tenant or any other person involved in inappropriate behaviour on an allotment site at any time are unlikely to be approved.

Duty of Care

- 6.18 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 and themselves and wildlife. This is particularly relevant in relation to:
- The timing and usage of mechanical equipment such as strimmer's and rotovators, the means to power them and potential noise nuisance.
 - The prevention of obstruction of paths and drives and construction of any features on the site.

- The safe application and storage of pesticides (including weed killers and fertilisers), where manufacturer's recommended application and storage methods, rates and precautions must be adhered to and containers disposed of safely. This includes possible drift to other allotments where crops may be affected or where other tenants may wish to avoid such materials.
- Children, who should be closely supervised at all times when on site.

6.19 Asbestos is prohibited. If asbestos is discovered, Tenants must inform an authorised Officer of WAM immediately.

Illegal or Immoral Activity

6.20 The allotment or any structure on the allotment shall not be used for any illegal, immoral or anti-social purpose or activity.

6.21 Plants grown which may produce illegal substances are strictly prohibited. This includes hemp of any kind.

Flammable Material

6.22 Petrol, oil, fuel or other flammable liquids must be stored safely in appropriate containers and in the small amounts relevant to small scale use on an allotment site.

Site Security

6.23 All Tenants and authorised persons must lock gates on entry and departure to prevent access by unauthorised persons or animals. This applies even if the gate is found to be unlocked upon arrival/departure.

Parking

6.24 The car parking areas provided are primarily intended for short-term loading/unloading. Tenants shall not park any vehicle on any road within the allotment site or elsewhere on the allotment site so as to cause a blockage. Obstruction of paths and drives is not permitted. Neither WAM nor Council can accept liability for any damage to a vehicle parked within an allotment site.

6.25 Allotments should not have any area set aside for vehicle parking unless the tenant has a certificated mobility problem (e.g. blue badge) and has obtained prior permission from the site manager. That temporary permission applies only to the tenant for as long as it is necessary and cannot be inherited with the plot by a new owner. This rule applies to all plots on all sites as from May 2015 but is not to be applied retrospectively, i.e. existing parking bays with no associated tenant mobility problems can be retained until the existing tenant leaves, at which point they will be returned to cultivation.

Invasive, notifiable plants

6.26 Examples include Giant Hogweed, Himalayan Balsam and Japanese Knotweed and Bamboo. Tenants shall not knowingly cultivate or cause to grow such species. Tenants

shall immediately report the presence of any invasive notifiable species to WAM, who will arrange for appropriate measures to be taken for control, and elimination where possible.

Herbicides and pesticides

6.27 Tenants shall confine the use of herbicides and pesticides to their own plot and shall not apply them elsewhere without express permission from WAM.

7. LIVESTOCK, PEST CONTROL, DOGS, BEES AND ENVIRONMENTAL HEALTH

7.1 No permission for keeping livestock will be granted to any tenant.

Pest Control

7.2 It is the responsibility of all Tenants to report any rodent activity to WAM, who will contact the Council's Pest Control Officer if necessary. Wasp nests should also be reported to WAM.

Dogs

7.3 Dogs must not be brought onto any part of the allotment site unless they are kept on a lead and kept under strict control at all times.

Bees - See section 20.

Environmental Health

7.4 Any decisions made by a member of Council's Environmental Health Team concerning matters of Environmental and/or Public Health will be considered as final.

8. AUTHORISED/ UNAUTHORISED PERSONS

8.1 Only the Tenant, or a person authorised or accompanied by the Tenant is allowed on the site.

8.2 Any Officer authorised by WAM may order any person on the site in breach of these Terms to leave immediately.

8.3 Action will be taken against any Tenant whom WAM reasonably believes is responsible for allowing unauthorised persons on to the allotment site by any means, including providing copies of keys to enable access to the site.

9. FOOTPATHS

9.1 Shared paths between two allotments must be maintained, kept cut and clipped up to the nearest half width by each adjoining Tenant. All paths must be kept clear of obstructions at all times.

10. SHEDS, GREENHOUSES, POLYTUNNELS AND SHELTERS.

- 10.1 Tenants may only have a maximum of three recognised structures erected on their plot. Only one shed will be permitted, and all structures must have permission from WAM prior to erection. Anything not meeting these criteria will have to be removed.
- 10.2 Any structure on an allotment must be maintained in a safe state of repair, in a reasonable condition and otherwise to the satisfaction of any Officer authorised by WAM. If WAM is not satisfied with the state of the structure the Tenant must either repair it to WAM's satisfaction or remove it within one month of instruction to do so. If the structure is not removed after one month, WAM may remove it and charge the Tenant the full cost of removal and disposal.
- 10.3 No structure erected on an allotment shall be made from hazardous materials such as asbestos.
- 10.4 All structures must be adequately secured to the ground to prevent uplift.
- 10.5 Tenants must ensure that their plot number is clearly displayed.
- 10.6 Departing Tenants shall remove any items or derelict structures from their plot before the end of their tenancy. WAM will remove any such material not removed by the Tenant. The full cost of disposal shall be charged to the outgoing Tenant.
- 10.7 Departing Tenants may transfer ownership of any structure to the incoming Tenant.
- 10.8 Structures may only be used in conjunction with the proper cultivation of the allotment. No trade or business other than the business of WAM or WAGA may be carried out from any structure on any allotment.
- 10.9 Tenants shall not themselves nor permit others to sleep overnight or otherwise take up residence either temporarily or permanently in any structure on any allotment site.
- 10.10 Motor vehicles and trailers may neither be parked overnight on the site, nor kept on any allotment.
- 10.11 Nothing stored in a shed should cause a risk of fire; explosion or other dangers (see 6.22).
- 10.12 Solar panels are permitted but should never be larger than the roof of a shed at the maximum permitted size. Solar powered pumps must not be used to extract water from WAM troughs and all panels must be well secured to prevent accidents in high winds. Tenants should note that WAM's insurance would not cover the cost of any theft, and thefts of expensive equipment are common on allotment sites.

11. NOTICE BOARDS AND ADVERTISEMENTS

- 11.1 Notices relating to the allotment site or to allotment matters generally will be displayed on notice boards where provided. Responsibility for referring to notice boards regularly lies with the Tenant.
- 11.2 Other notices and advertisements may be allowed on the allotment site notice boards at the discretion of any authorised Officer of WAM or WAGA.
- 11.3 Tenants must not erect any notice or advertisement on an Allotment Garden (other than small non-commercial advertisements approved of by WAM).

12. CHANGE OF CIRCUMSTANCES AND NOTICES

- 12.1 Tenants must immediately inform WAM in writing of any change of address or status.
- 12.2 Notices to be served by WAM on the Tenant may be:
- a. Sent to the Tenant's address in the Tenancy Agreement (or notified to WAM under these terms) by first or second class post, or hand delivered, or
 - b. Served on the Tenant personally or
 - c. Sent by email to the address provided by the tenant for the WAM database
and
 - d. posted on the plot in question
- 12.3 Notices served under sub-paragraph 12. 2 will be treated as properly served even if not received.
- 12.4 Any correspondence to WAM should be sent to The Secretary, Caroline Webb at 53 Bolsover Road, Worthing, West Sussex, BN13 1NR (secretary@wamplots.org).

13. TERMINATION BY WAM

- 13.1 WAM may terminate any allotment Tenancy in any of the following ways pursuant to s1 of the Allotments Act 1922:
- a. by 12 months or longer notice to quit expiring on or before 6 April or on or after 29 September in any year: or
 - b. by re-entry after three months' previous written notice to the Tenants on account of the land being required for building, mining or other industrial purpose, or for roads or sewers necessary in connection with those purposes; or
 - c. by re-entry in the case of land let by a corporation or company being the owners or lessees of a railway, dock, canal, water or other public undertaking on account of the land being required for any non-agricultural purpose for which the land was acquired or held by it or has been appropriated by it under statutory provision, but so that, except in a case of emergency, the Tenants must be given three months' written notice of the intended re-entry; or
 - d. by re-entry in the case of land let by a council, after three months' previous written notice to the Tenants on account of the land being required by the council for a non-agricultural purpose for which it was acquired, or has been appropriated under any statutory provision; or
 - e. in addition to the above, the Tenancy of any plot may be terminated by WAM as the Allotment Authority by the service of one month's notice in any one of the following cases:-
 - I. If the Rent for any plot is in arrears of not less than forty days whether formally demanded or not
 - II. If it appears to WAM that the Tenant of a plot not less than three months after the commencement of the Tenancy thereof has not duly observed these Terms and Conditions
 - III. If the tenant subsequently moves out of the borough, district, or parish for which the allotments are provided

- IV. Where the tenant is in breach of a term of these terms and conditions and the breach has not been remedied within 4 weeks of request by WAM to remedy such a breach.
- V. Where the Tenant fails to comply with instructions or restrictions issued by Council or WAM.
- VI. If any of the above applies, WAM may serve Notice to Quit in accordance with the service of notice provisions contained in these Terms and Conditions determining the Tenancy Agreement at the expiration of one month and re-enter the Allotment Garden. Should an NTQ be rescinded by WAM for any reason a payment of £20 shall be payable by the tenant within 7 days.
- VII. Any tenant who loses their plot from issue of a Notice to Quit cannot co-work any other plot on any of WAM's sites.

13.2 On the death of the named Tenant, the Tenancy will cease automatically. However, the Tenancy may be transferred to a family member (meaning partner or adult offspring) or a named Co-worker, at the discretion of WAM, should either of those people wish to continue the Tenancy.

13.3 At the termination of the Tenancy the outgoing Tenant shall leave the allotment plot in the state and condition as described in Section 4.3 and 10.2 above. Should the condition be significantly lower than the standard described, due to neglect or misuse, WAM reserves the right to charge the outgoing Tenant for the cost of works to bring the plot up to the standard required. This will include the cost of disposing of any rubbish, including any costs levied by Waste Management Operatives, as in the case of tyres etc. (see section 6.12)

13.4 If a tenant loses their plot(s) after an NTQ, they may, at WAM's discretion, be permitted to join a waiting list again in due course but may not take on a plot for at least three years after the date of eviction.

14. TERMINATION BY THE TENANT

14.1 The Tenant may terminate the tenancy at any time by giving 14 days' notice in writing to WAM. If a Tenant decides to stop cultivating an allotment part way through a year because they intend to relinquish it, they must notify WAM so that the allotment may be let to a new Tenant without delay.

14.2 If the tenant gives notice or for any reason is required by WAM to give vacant possession of the Allotment part way through the year, no refund of rent to the tenant will be made.

15. WAM'S RESPONSIBILITIES

15.1 WAM acknowledges the following responsibilities:

Administration

15.2 Keeping waiting lists, letting plots, rent collection, terminations, enforcement of terms, conducting cultivation and pond audits and inspections, liaising with Overseers, WAM, individual Tenants and others.

Repairs and Maintenance

15.3 Repairs to site perimeter fences, gates and water installations; maintenance of drives (including some grass cutting) and internal hedges; vacant plot management.

Infrastructure

15.4 Provision and maintenance of notice boards, gates, drives, water infrastructure and security fences where necessary.

Liability

15.5 WAM is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on its allotments. 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 shall report any incidents of theft and vandalism to the Police and an authorised Officer acting on behalf of WAM.

WAM Accommodation

15.6 WAM will negotiate with WAGA to maintain jointly such facilities as are required for provision of a local shop for members to purchase relevant goods such as seeds and netting.

16. THE ROLE OF THE SITE MANAGER and THE OVERSEER

16.1 Overseers are appointed by the WAM Committee to act as intermediaries between Tenants, any contractors working on site and the WAM Committee. Overseers' duties include communication of information, organisational tasks and site inspections to monitor that plots are being used and maintained according to these regulations. Overseers report to the Site Manager or Area Manager as applicable. It is in every Tenant's interest to get to know who their overseer is. Their names and contact details will be displayed on site notice boards (see 11.1).

16.2 The Site Manager is responsible for letting plots, and liaising between overseers and the WAM Committee. Where there is no Site Manager, Overseers shall be responsible for letting plots.

17. MINI PLOTS

17.1 No Tenant may have the Tenancy of more than one Mini Plot. If the Tenant decides that they enjoy cultivating an Allotment, they may move to a larger plot when one becomes available.

Allotment Terms and Conditions must be upheld by Tenants of Mini Plots.

18. THEFT AND VANDALISM

18.1 Tenants must not take produce, tools or any other items from any Allotment without the express permission of the Tenant of that plot. Anyone who is suspected of doing so

without permission will be reported to the Police. Anyone subsequently proven to have done so, or formally convicted of theft will have their Tenancy terminated.

- 18.2 All cases of theft from or vandalism caused to an allotment must be reported to the Police on 101 and to WAM. Reporting a crime to WAM does not itself constitute a formal report to the Police. To formally generate a crime number, the Tenant must make that report themselves.

19. ADDITIONAL ALLOTMENT TERMS AND CONDITIONS FOR GROUP TENANCIES

- 19.1 When applying for the granting or renewal of tenancy, existing and prospective Group Tenants must provide a copy of their Mission Statement or Constitution. This will be kept with their application form.
- 19.2 Group Tenancies will be granted at the discretion of Officers acting on behalf of WAM.
- 19.3 Group Tenancies will not be automatically renewed annually but will be subject to annual review by an Officer acting on behalf of WAM following a meeting with all current members of the Group.
- 19.4 All Group members wishing to visit the allotment shall be named as Co-workers, and their details provided to WAM in accordance with the Co-worker scheme.
- 19.5 The maximum number of persons present on any allotment plot at any time shall not exceed eight. This includes children of Group members.
- 19.6 Breach of any of the Allotment Terms & Conditions and any Additional Terms & Conditions for Group Tenancies by any individual Group member shall result in the review of the Group tenancy.
- 19.7 People previously excluded from any allotment site by WAM or the Council shall not be allowed on any allotment whether part of a Group or not.
- 19.8 Group Tenancies are subject to any reasonable additional conditions imposed by an authorised Officer acting on behalf of WAM from time to time.

20. ADDITIONAL TERMS & CONDITIONS FOR BEEKEEPING

- 20.1 WAM reserves the right to change or enhance these additional terms and conditions without notice.
- 20.2 Allotment holders do not have a statutory right to keep bees on allotments. Permission may be granted after an interview with a designated member of WAM Exec, who will check that the applicant is a member of the British Bee Keeping Association (BBKA) and has completed a beginner's course considered suitable by the interviewer. These are conditions without which a plot will not be allocated and/or bees not permitted on existing plots.
- 20.3 Allotment Tenants are not permitted to profit from the sale of any but a small excess of produce from their allotment, including honey, as described by allotment legislation.
- 20.4 Applications for hives shall be considered solely at the discretion of WAM. The initial colony of bees shall be sourced from a local beekeeper or from a British commercial beekeeping breeder using British bred bees and queen bees. Imported Queens and Honey Bees shall not be used.
- 20.5 If a colony of bees becomes aggressive then the queen shall be replaced at the earliest opportunity with a queen from a source known to be gentle.

- 20.6 A limited number of hives may be allowed on these sites at any one time, dependent on proposed location and existing hives. The numbers of hives on any site shall not under any circumstances exceed the number specified and authorised by WAM.
- 20.7 If any hives are found on a site where no permission has been sought and granted, the tenancy will be reviewed immediately with a view to terminating the agreement in accordance with Section 13. In addition, WAM shall be entitled to remove the bees and hives forthwith, and the Tenant shall reimburse WAM the total cost of removal. No compensation whatsoever shall be payable to the Tenant for the loss of the hives and bees.
- 20.8 Failure to adhere to these Terms and Conditions, or any future set of Terms and Conditions for keeping bees on allotments will result in an immediate review of the tenancy agreement, with a view to terminating the agreement in accordance with Section 13.
- 20.9 All allotment Tenants seeking permission to keep bees shall be a member of the British Bee Keeping Association (BBKA) or an affiliated local association. This membership must be renewed annually for the length of time hives are on the plot. The onus is on the beekeeper to voluntarily provide the proof of membership on a yearly basis. The Beekeeper shall register their apiary and hives on BeeBase <http://www.nationalbeeunit.com>.
- 20.10 A contact number MUST be left on notice boards in case of swarms or other emergencies.
- 20.11 Bees are susceptible to a number of infectious diseases, some of which are notifiable to the Animal and Plant Health Agency (APHA). Beekeepers must comply with this requirement, and with all subsequent requests from any government body.
- 20.12 If WAM has cause to investigate complaints of poor management of beehives or maltreatment of bees, all costs incurred by WAM or other official body during subsequent investigations shall be met in full by the Tenant within 28 days.
- 20.13 Beekeepers should ensure that there is nothing left on allotment plots that could be used to vandalize a hive.
- 20.14 Beekeepers are expected to resolve any complaints about their beehives from other Tenants in an appropriate manner. Any complaint that remains unresolved shall be referred to WAM for arbitration.

Bee Husbandry

- 20.15 Allotment Tenants have a duty as part of the General Terms and Conditions not to cause a nuisance to others. Tenants with permission to keep bees on an allotment site must take all reasonable measures to minimise potential nuisance.
- 20.16 Hives shall be placed with an entrance so that the flight path shall not cause inconvenience to any other plots or drives, buildings and gates, and ideally should be located towards the centre of a plot, unless the plot is on a site boundary.
- 20.17 Beekeepers shall ensure that bees are encouraged to rise in excess of 6 feet before leaving the plot by the use of screening which could be natural hedging, wooden fencing or fine plastic/wire mesh screening. Beekeepers shall ensure that the flight path of low flying bees is not directly across other plots.
- 20.18 Beekeepers shall have sufficient knowledge and experience to know how to deal safely with swarming, which is a natural phenomenon.

- 20.19 Hives shall be inspected by the beekeeper a minimum of once per week during the swarming season (April to July), but appropriate attention shall be paid throughout the year. If swarming does occur, nearby Tenants shall be reassured that the swarm will settle within an hour or so.
- 20.20 The allotment Tenant shall ensure that a suitably alternative and knowledgeable beekeeper is available to inspect the hives at least weekly during the crucial swarming period if the Tenant is for any reason unable to inspect hives themselves.
- 20.21 Beekeepers shall be aware of the correct first aid treatment for stings and should offer advice to any other Tenant.
- 20.22 Hives shall not be worked when there are Tenants working on nearby plots.
- 20.23 Beekeepers shall provide a source of water on their plot, which may be replenished from the communal water troughs. Water troughs must not be used. Hives will not be allowed on plots with or adjacent to water troughs.