

# Wellesbourne Allotment and Garden Holders Association



## CONSTITUTION, RULES, LETTING POLICY AND RENT BOOK

Plot No. \_\_\_\_\_

Plot Holder. \_\_\_\_\_

**Revision 5 - Amendments are displayed in Blue Text**

**Revised Sept 2023**

The name of the Association shall be Wellesbourne Allotment and Garden Holders Association (WAA). It operates for the benefit of its Members.

## **OBJECTIVES**

The Association's objectives are:

- A. To rent land situated along the Kineton Road belonging to Coventry Diocesan Board of Finance Limited, hereafter known as the 'Landlord', then to re-let the same land to Members of the Association and observe full compliance with all terms and conditions of the Tenancy Agreement.
- B. To effectively manage the site subletting allotment plots to Members of the Association for allotment gardening and to ensure full occupancy of all plots.
- C. To offer Members The opportunity to provide for themselves vegetables, fruit and flowers and to enjoy attendant leisure, social and health benefits.
- D. To establish and maintain co-operative and harmonious relationships amongst Members and with the local community neighbouring the site.
- E. To preserve and improve the fertility of the soil of each allotment plot and manage the site in a responsible way.
- F. To be non-party in politics and non-sectarian in religion, and observe equal opportunities and protection of personal data.
- G. Preserve the Wellesbourne Allotments for Future Generations.
- H. To ensure all Plots are well maintained and cultivated.

## MANAGEMENT

### ***The Committee***

The Management Committee, hereafter known as the 'Committee', shall have full power to transact any business and deal with any matters connected with the Association.

The Officers and Members of the Committee shall be elected annually at the Annual General Meeting

The Committee shall act impartially and in the best interests of the Association and its members at all times

The Committee shall consist of five officers: Chairman, Treasurer, Secretary, Lettings Officer, Press, Comms and Media and in addition up to four further Members. Each Member of the Committee must be a Member of the Association.

### ***The Committees Members Roles and Responsibilities***

#### **Chairman (Officer Role)**

- Preside over the Annual General Meeting (AGM)
- Call an Extraordinary General Meeting when required
- Chair Committee meetings
- Where appropriate represent the association with external bodies
- Ensure the Associations comply with applicable legislation
- Ensure Third-Party liability Insurance is in place at all times
- Ensure Public Liability Insurance is in place at all times
- Be a counter signatory for the treasurer where applicable
- Review the Annual Accounts

### **Treasurer (Officer Role)**

- In the absence of a Chairman preside over the AGM and cover for Chairman.
- Prepare the annual accounts for inspection.
- Provide a detailed balance sheet for review by the Committee.
- Ensure members receive a copy of the balance sheet at least one month prior to the AGM
- Present the accounts at the AGM
- Has authority to spend up to a limit of £500 without having to gain prior authorisation from the Committee. Expenses greater than £500 require committee approval prior to committing to the spend
- Provide records and communicate all spend to the committee
- Ensure reserves to retained to cover inflation rises , the next years know expenditure eg Insurance , water, rent payable to the Diocese
- Ensure reserves to retained to cover potential deposit returns to qualifying members
- Inform and supply the National Allotment Association (NAS) on an Annual basis the single named Plot Holders details to ensure the members Third Party Liability is renewed. Also inform the NAS of any additional member that upon paying the agreed figure require Third Party Insurance cover that is provided by NAS

### **Secretary (Officer Role)**

- Ensure accurate Association records are kept and reviewed annually
- Receive notifications on behalf of the committee
- Provide clerical support as required
- Manage formal communications as required following plot inspections
- Be a counter signatory for the treasurer where applicable

**Lettings Officer (Officer Role)**

- Ensure Rents are collected annually
- Manage the plot letting and allocation process
- Provide reports to the Association of plot availability
- Responsible for the Plot Inspection Process
- Is the decision maker and has final say on plot allocations
- Carry out and where to the Plot Inspection process
- Record and report outcomes of the Plot Inspections to the Committee

**Press, Comms and Media (Officer Role)**

- Communications, ensure accurate and timely updates of all communications media.
- Manage the Web Page
- Hold up to date Media contact listings
- Manage Press releases

**General Committee Members allocated Responsibilities**

- Enact the role of Section Representative for allocated plots
- Attend Committee meetings and the AGM.
- Assist the Lettings Officer resolve failed Plot Inspections
- Reside over disputes or complaints arising from Plot Inspections or identified to the Committee by Plot Holder/s or local residents
- Review and amend the Constitution, Rules and Lettings Policy as required

## **Members of the Allotment Association**

Members of the Allotment Association are defined as the person named on the Rent Book and who's rents are not in arrears.

If a members rent falls into arrears then they cease to be a member of the Association.

If a Member is served notice to quit and or is expelled from the Association then they cease to be a member of the Association.

Only members named on the Rent Book are eligible to vote at the AGM or Extraordinary General Meeting meetings when called.

If the named member is not available to attend the AGM or EGM then a proxy vote is permitted if the Secretary is informed prior to the meeting.

Should an Association member share their plot with a non family member and the Association Member gives up their plot then the non member does not have an automatic right to retain the plot.

## ***Annual General Meeting***

The Officers and Members of the Committee shall be elected annually at an Annual General Meeting at which the Chairman shall preside. In the absence of a Chairman or if the Chairman is required to stand down the Treasurer shall preside at an Annual General Meeting or such General Meetings as may be held.

The Officers of the Committee may hold their roles for the next 3 years and non officer roles for a minimum of 2 years unless challenged or personal circumstances change.

Nominations are called at the Annual General Meeting for a re-election contest. For vacant Officer positions at least one month's notice is required for nominations prior to the Annual General Meeting. An agenda will be sent to all Members within one month of the date of the Annual General Meeting and posted on the notice board.

An **independent** examiner will be appointed to **review** the books and accounts at the end of the year and, if correct, will sign to authenticate the Accounts of the Association as prepared by the Treasurer. The Members will receive a copy of the Balance Sheet at least one month before the date of the Annual General Meeting.

### ***Annual General Meeting - continued***

The Annual General Meeting of the Association will be held, if possible, not later than the end of February. The Meeting will:

- a) Elect the Officers and Committee.
- b) Receive the Annual Report.
- c) Vote upon the acceptance of, or otherwise, of the Balance Sheet.
- d) Discuss any matter or proposal which has been previously notified to the Secretary of the Association, in writing, 14 days prior to the date of the Annual General Meeting.
- e) Any other business can be raised at the discretion of the Chairperson and with approval of the majority of those present.

If the Committee wish to amend any Rules of the Association, then they will submit their recommendations to the Annual General Meeting or call an Extraordinary General Meeting for that purpose. [Rule changes that require a members vote between meetings can be executed via electronic media eg Google Forms or Postal Voting where appropriate. The exception being updating contacts , clarification of rules and complying with legislation where no vote is required.](#)

### ***Extraordinary General Meeting***

If an Extraordinary General Meeting is required a notice will be posted on notice board at least 28 days prior to the proposed date of that Meeting.

An Extraordinary General Meeting must be authorised by the Committee or by at least 10% of the Members of the Association who will present their motion, in writing to the Secretary of the Association at least 35 days preceding the date of the proposed Extraordinary General Meeting, together with any proposals which are to be put to the meeting.

A minimum of five Committee Members will be required to form a Quorum in a formally convened and minuted meeting.

## ***Finance***

For the purposes of Tax Compliance, the Association is a not-for-profit, unincorporated entity established solely for the benefit of its Members. The Members can raise funds for the benefit of the Association to achieve its aims. Individual Members are not to benefit financially from the activities of the Association. Any alteration to this status would require a change to the Constitution at an Extraordinary General Meeting.

The Association will maintain an Ordinary Current Account at a nominated/approved bank. Two signatories are required for transactions, the Treasurer and one countersigning signatory from the Officers of the Committee.

The Committee will ensure that this Account has a minimum balance equivalent to at least one year's Annual Rent and Charges for the Allotments.

A Special Current Account used as a fighting fund for the SOWA (Save Our Wellesbourne Allotments) Campaign is for transactions deemed by the Committee necessary to preserve the allotments on the present land.

The Committee will ensure that the Account has a minimum balance to cover Allotments deposit returns .

## ***MEMBERSHIP AND RENTS***

- (i) Qualifications for Membership of the Association will be as follows:  
Payment of a Membership fee (Rents and charges are revised and announced prior to the AGM). Not to be in arrears of rent.
- (ii) By becoming a member of the Association you agree to uphold and abide by the Associations Constitution and Rules
- (iii) Note: Only one paid up Member of the Association per plot will be eligible to cast a vote at any Annual General Meeting or Extraordinary General Meeting.
- (iv) All plots shall be allocated by the Letting Officer on an annual tenancy, [which runs March to March](#) .
- (v) New Members will be provided with a key to the gates of the allotments upon the provision of a deposit .



**MEMBERSHIP AND RENTS - continued**

- (vi) The deposit will be refunded on request, when vacating their plot and on return of the key. The return of the deposit is conditional on the following - the vacate plot is vacated in a safe, tidy condition and is free of rubbish (as a minimum) in the same condition as when the plot was first let..
- (vii) The rent, including charges and Membership of The National Allotment Society (NAS) shall be determined by the Association Committee and shall be paid annually, in advance, being due 26 March each year.
- (viii) The Committee will make themselves available to collect the monies due from Members at the Annual General Meeting. The third weekend in March shall be the last date of collection. Members are expected to attend in person with their Rule Books Payment of Rent Section to pay their rent. If a Member is unable to attend in person a person nominated by the Member may attend on their behalf. [Payments of rent can also be paid via BACS \(Bank Transfer\)](#)
- (ix) Should any Member allow their rent to be in arrears after the last collection date and is not subsequently received within 28 days of that date and following a letter of request for payment, that Member will receive one weeks notice in writing to quit.
- (x) The Committee may, by resolution passed at a meeting thereof, terminate or suspend the Membership of any person who, in its opinion, has been guilty of conduct prejudicial to the Association or its objects, non-payment of rent or breach or non-observance of the Rules of the Association provided that the person shall have the right to be heard by the Committee before the final decision is made. There shall be a right of appeal to an independent arbitrator appointed by agreement.
- (xi) Members are responsible for informing the Secretary of any change of address, telephone number or email contact. Any problem caused by failing to do this is not the committee's responsibility.
- (xii) Any sharing of plots with non family members is on an informal basis only.
- (xiii) Members are responsible for their plot and the conduct and adherence to all the association rule by any non members invited on to their plot.

## OFFICER EMAILS

Chair Email : [john5b6b@gmail.com](mailto:john5b6b@gmail.com)

Treasurer Email : [helen4b@yahoo.com](mailto:helen4b@yahoo.com)

Secretary: Email : [clairejw6a@gmail.com](mailto:clairejw6a@gmail.com)

Lettings Email : [davidclarke8b@gmail.com](mailto:davidclarke8b@gmail.com)

Press Comms and Media - [clairejw6a@gmail.com](mailto:clairejw6a@gmail.com) & [john5b6b@gmail.com](mailto:john5b6b@gmail.com)

## WAA Plot Holder Rules

1. The Committee, or any person authorised by the Committee, on behalf of the Members, will have the power to enter upon the allotments, at any time, for carrying out repairs, inspecting the cultivation of the plots, and consideration of remedial work or re- planning of the allotments, or for any other purpose that the Committee deems necessary.
2. Disputes arising between Members regarding walkways, boundaries or any other matter connected with the Association will be referred to the Letting Officer and Committee informed of the issue.
3. Any Member who wishes to lay a formal complaint against another Member of the Association concerning any matter arising within the confines of the allotments must notify such a complaint, in writing, to the Secretary of the Association.
4. No Member will sublet their plot or any part thereof.  
Any Members wishing to transfer from one plot to another must have the approval of the Letting Officer.  
The relative(s) of a deceased Member may, with the sanction of the Letting Officer, retain the plot of that Member provided the retention is in accordance with the conditions of the constitution.
5. The allotment land shall not be used for operating any trade or business except for the distribution of seed, fertilisers etc. by the Association to its Members.
6. Operating a business or trading on the allotment land

**WAA Plot Holder Rules - continued**

7. Members will not under any circumstances trespass upon the plot of any other Member. This includes the placing of items on another persons plot without their consent. This also includes any children or friends who must be supervised at all times and are the full responsibility of the accompanying member .
8. Dogs must be under control at all times and should be leashed if necessary.
9. Members of the association are responsible for the behaviour of their visitors, guests or Members of their family at all times when on the site.
10. Any person found stealing from another Member's plot may be reported to the appropriate authorities.  
The said Member will be subject to instant dismissal from the Association. If the person concerned is not a Member of the Association, and has been found trespassing on the Allotments, or has committed theft or criminal damage, then a report will be made to the appropriate authorities with a view to prosecution.
11. **Cultivation**
12. In accordance with Objective H of the Constitution, each Member will properly cultivate the land and maintain adjacent paths and keep it in a condition to the satisfaction of the Committee according to NAS guidelines (See Appendix A).
13. The Committee needs to balance this requirement with the upkeep of tidy, well-cultivated plots and the concerns of Members with plots adjoining a poorly cultivated plot.
14. A minimum of 75% of the plot will be maintained under cultivation
15. A maximum area for hard landscaping eg shed, patio, internal paths etc. is 25%
16. Carpet or underlay should not be brought on to the site to be used as a ground cover on a plot eg used as a weed suppressant etc

## 17. Plot Inspections

18. Periodic Plot inspections will be carried out by the Lettings Officer or their nominated representative following an agreed process (See Appendix B and C)
19. Plot Inspections are to be evaluated against an agreed - PLOT INSPECTION COMPLIANCE TICK SHEET (See Appendix D)
20. A Member responsible for a plot found not to be properly cultivated, untidy or weedy during a Committee inspection or reported to the Committee will be contacted by a Section Committee Member in the first instance. The Member will be given the opportunity to provide an explanation for failure to cultivate the plot.
21. Failure to respond to improvement recommendations will result in the Committee then issuing formal notification letters. Failure to meet the standard in the agreed timescales will ultimately lead to a notice to quit letter being served giving one week's notice to quit. (See Appendix B and C )

## 22. Paths and Roadways

23. Maintenance of dividing paths is the responsibility of the adjacent plot holders. Paths and roadways adjacent to plots must be kept clear, tidy and where applicable cut. Dividing pathways must be at least 18 inches wide (9 inches from each plot) with a drop of no more than 4 inches down to the plot. No carpets, stones, weeds or other refuse should be placed on communal paths or along the roadways.
24. Altering or amending pathways that define and separate plots is not permitted without prior approval of the committee.
25. If at the time of letting the pathways are defined by paving slabs then these slabs are not to be altered or removed.
26. Weed killers must not be used on dividing paths or roadways. Weed killers and pesticides, if used, must only be mixed on Members' own plots. Consideration must be given to prevailing weather conditions when spraying and chemicals or spray should not be allowed to drift from the user's plot.

***Paths and Roadways - continued***

27. For the safety of pedestrians and cyclists, **vehicles using the roadway are not permitted to exceed 5mph**. Any Member whose vehicle unreasonably exceeds 5mph will receive a written warning from the Committee.
28. Roadway Parking should not restrict eg roped off.
29. **Structures**
30. All structures should be of a temporary nature . The use of concrete / post set etc is not permitted for any purpose.
31. Sheds and Green Houses should not be greater than 8 feet x 12 feet
32. Poly Tunnels should not be greater than 4 metres x 3 metres
33. The Committee reserves the right to order structures to be dismantled if they are deemed unsafe or hazardous or if it exceeds the agreed or historically agreed size limit .
34. All constructions must be a minimum of 2 feet from any path or roadway. Permanent foundations are not permitted.
35. **Trees - Boundaries and Minerals**
36. Members shall not, without the written consent of the Committee, cut or remove any trees or branches that form the boundary of the Allotment site.
37. Members shall not take or sell any materials eg soil from the site. Members must put bring soil from any other source on the the allotments . As this has the potential to contaminate the land.
38. Trees, bushes and hedges (including soft fruit and fruit trees) bordering plots must not obstruct pathways.
39. The planting of non-fruit trees is not permitted unless prior authority has been obtained from the Committee in writing.

**40. Gates**

41. All gates to the Allotments must be closed and locked before dark

**42. Water**

43. Water is supplied to allotment plots via mains fed water tanks and should be used in moderation and not wasted.

44. Water tanks should be kept clean. Any problems with the water tanks should be reported to the Letting Officer without delay.

45. Any interference with the water supply or alteration to the plumbing including the water tanks and float levels will lead to immediate expulsion from Membership of the Association. Hose pipes are not to be used.

46. The Committee reserves the right to introduce water restrictions should they consider it necessary.

47. Guttering should be fixed to all sheds and greenhouses with suitable containers for collecting rainwater.

**48. Rubbish**

49. Garden rubbish and general rubbish generated upon a Member's plot, other than that retained as compost, must be removed from site.

50. Tipping rubbish or bringing items classed as waste on to the allotments is prohibited. Members should consult the committee if in doubt what is classed as rubbish or waste. It includes, day-to-day household rubbish, tyres, sofas, mattresses, broken bicycles, dead animals, hardcore, seeding weeds from other sites, asbestos, sofas etc

51. All broken glass must be removed from site

52. Domestic rubbish including White Goods, carpets and underlay should not be brought to the allotments for disposal or storage.

***Rubbish - continued***

53. New Members will pay £50 deposit which will be refunded to the Member or their family in full providing rubbish has not accumulated on the plot when the plot is given up. Some or all the deposit may be used to pay for disposal of rubbish if left by a Member when vacating a plot.

**54. Fires**

55. Bonfires are not permitted on Sundays.

56. Bonfires must only be lit when the wind is blowing away from surrounding roads and houses.

57. Bonfires should not inconvenience other Members of the Association or Members of the public.

58. Only combustible garden waste from the allotments is to be burnt.

59. All plant material should be well dried to avoid unnecessary smoke pollution.

60. Plastic pots, bags, carpets and synthetic materials must not be burnt. This is an offence in law.

61. Fires should not be allowed to burn unattended and must be extinguished before the plot holder leaves the site.

## 62. Behaviour

63. Reasonable consideration should be given to all Member Association at all times.
64. Members shall make every effort to comply with any Guidance or Code of Conduct issued by the Committee regarding the care and maintenance of the Allotments, use of water, good gardening practice and any other matter regarding the Allotments.
65. Members must ensure that they do not demonstrate rowdy or unacceptable behaviour, disturb the peace or offend other Members of the Association particularly if using radios, mobile phones or playing music.
66. The keeping of livestock upon the Allotments is prohibited as is the erection of Aviaries, or the keeping of Domestic Pets.

19. All Members must abide with the foregoing rules at all times. Failure to comply with these rules may lead to the Member concerned having their Membership suspended or withdrawn under the provision of Membership article (x).



## Plot Letting Policy

Wellesbourne Allotment Plots will be leased out strictly in order of the length of time on the Allotment Waiting List produced by the Lettings Officer.

However, the Wellesbourne Allotment Association (WAA) Full Committee has agreed that the following priorities must be considered when offering available plots for lease:

- a. First Priority will go to Wellesbourne residents without plots.
- b. Second Priority will go to 1/4 plot holders wishing to increase to 1/2 plots.
- c. Third Priority will go to existing plot holders, only when there is no waiting list.
- d. Finally, plots can be offered to Non-Wellesbourne residents, only if none of the criteria above are taken up and lots of plots are available.

### **Notes**

1. The maximum of 2 x 1/2 plots can be leased to any one plot holder at any time.
2. However, while the level of demand is high, only quarter and half plots will be leased out. Therefore when a Full plot becomes available it will be split and leased in accordance with the waiting list and priority order above. If a 1/2 Plot holder subsequently wishes to move to a full plot they may add their names to the waiting list but must accept the conditions above.
3. The WAA Committee together reserve the right to change the order of priority for leasing only if circumstances dictate the need to do so.
4. A £50 refundable plot deposit will be required from all new Plot holders. This will be returned when the lease is terminated, provided the plot is left (as a minimum) in the same condition as when the plot was first let.
5. A £10 deposit will also be required for issue of a main access gate key.

## **Appendix A: Guidance on maintaining plots to a satisfactory standard.**

Rule 10 states: In accordance with Objective H of the Constitution, each Member will properly cultivate the land and maintain adjacent paths and keep it in a condition to the satisfaction of the Committee according to National Allotment Society (NAS) guidelines (See Appendix A).

For clarification, 'satisfactory to the Committee' with regard to plots includes:

- 'properly cultivate' means, as appropriate to the season, the production of vegetable, fruit and flower crops for personal consumption or enjoyment, and no other purpose.
- A minimum of 75% of the plot will be maintained under cultivation.
- The maximum area for hard landscaping e.g. shed, patio, internal paths etc. is 25%
- Each Member will keep their land clean and free from accumulated rubbish; free from hazards, e.g. broken glass or scrap metal; reasonably free from weeds and noxious invasive plants; and in a good state of cultivation and fertility.
- Free seeding weeds are managed to ensure they do not inadvertently impact adjacent Plot Holders

If circumstances prevent satisfactory maintenance of the plot, it is the Member's responsibility to inform the committee.

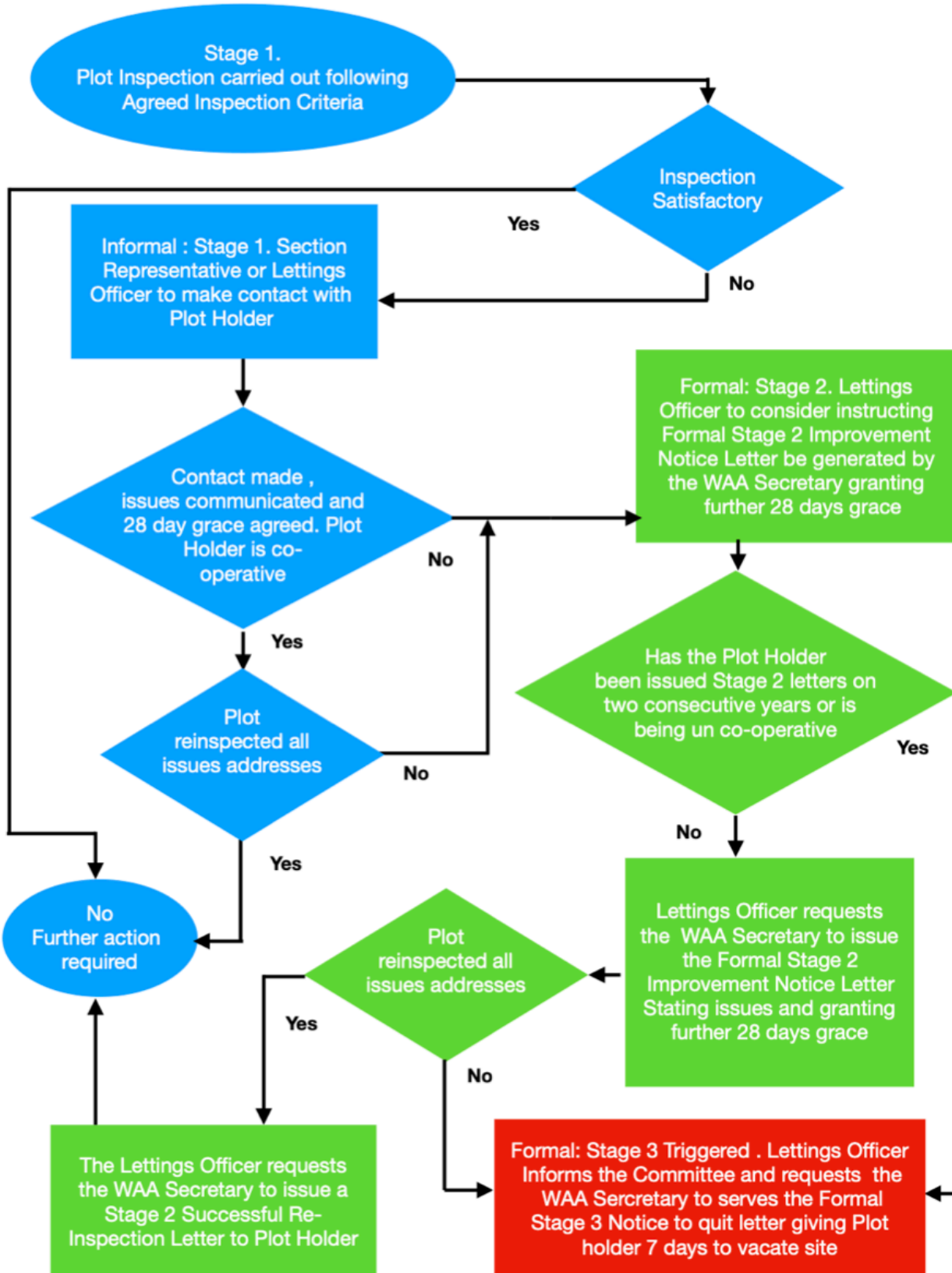
When a new plot is taken on the timescale for getting it up to satisfactory condition will normally be: 50% after 3 months, 75% after 6 months, maintained thereafter.

NB. During this period, new Members should also observe the general condition requirements of rule 10 and 16.

These definitions are based on NAS guidelines, Updated October 2017

# Appendix B - Plot Inspection Process Flow Chart

## Plot Inspection Process Flow Chart



## Appendix C - Plot Inspection Process

The Wellesbourne Allotment Association (WAA) have a requirement to carry out Routine Plot Inspection to ensure that all plots are being maintained in accordance with the WAA Rules and Letting Policy.

Plot Inspections are carried out three times a year

1. Spring
2. Summer
3. Autumn

The WAA Letting Office has overall responsibility for the process which is overseen by the committee to ensure compliance to process.

All formal letters will be sent out by the WAA Secretary.

Inspections are undertaken by the Lettings Officer or a nominated Committee member

Inspection dates will be displayed on the notice board and posted on the WAA Web page

When a new plot is taken on the timescale for getting the plot to satisfactory condition will normally be: 50% after 3 months, 75% after 6 months and 100% after 9 months and maintained thereafter.

Plot Inspection compliance follows a three stage process.

**Stage 1 - Initial Plot Inspection carried out**

**Stage 2 - Improvement Notice Letter Issued - Giving 28 day to comply with inspection criteria**

**Stage 3 - Notice to Quit Letter Issued - Instructing 7 days to vacant the Plot**

The stages applicable to a Plot Holder are dependent on the outcome of their plot inspection.

In all instance member will be given the opportunity to provide an explanation for any issues raised. Any mitigating circumstances provided be will be taken into consideration.

It is the Plot Holders responsibility to -

- 1) Respond to communications regarding plot inspection outcomes.
- 2) Inform a member of WWA committee if circumstances change that means their plot can no longer be worked or maintained to the required standard.

Any members plot/plots that are found to not meet the inspection criteria will be reported to the Committee.

## Appendix C - Plot Inspection Process - continued

### Stage 1 - Informal - Initial Plot Inspection carried out-

- 1.1 - No issues found - No further action required.
- 1.2 - Issues identified - Mitigation sort and 28 day action plan agreed .
- 1.3 - Section Rep Informed
- 1.4 - Re-inspection carried out - Issues resolved and acknowledged by the Lettings Officer - no further action
- 1.5 - Re-inspection carried out - Issues unresolved, process moves to Stage 2

If Issues are identified at Stage 1 then in the first instance the plot holder will be contacted by the Lettings Officer or representative. The initial contact will preferably be made in person or via telephone. If personal contact cannot be made then the plot holder will be contacted via email. If the plot holder does not have an email address then an informal note/letter will be posted to the plot holder stating the outcome of the inspection and next step required . The plot holder will be offered a grace period of 28 days to improve the plot. This should be put in writing to the plot holder (via email if available or informal note/letter) by the Lettings Officer and clearly state the issue/s to be addressed and the re-inspection date. If after re-inspection of the plot there is still outstanding issues then the process moves to Stage 2.

**NOTE :** If Plot holder is not in agreement or uncooperative then proceed immediately to Stage 2

### Stage 2 Formal - Improvement Notice issued

2.1 Upon moving to Stage 2 the he Lettings Officer will request the WAA Secretary to send a formal Improvement Notification Letter (Appendix E) using the template Letter A Improvement Notice, which details the remedial action/actions to be carried out along with the agreed (28day) grace period granted and re-inspection date.

2.2 If after the Stage 2 Re-inspection the issues are resolved then the Lettings Officer will request the WAA Secretary to issue a Stage 2 Successful Re- Inspection letter using the template (Appendix E) Letter A1 acknowledge the the compliance.

2.3 - Re-inspection carried out - issues unresolved, move to Stage 3

**NOTE:** If the Plot Holder has been issued with a Stage 2 Improvement Notice Letter on two Consecutive years then a Third occurrence it will automatically trigger a Stage 3 Notice to Quit letter being issued.

**NOTE :** If Plot holder is not in agreement or uncooperative then proceed immediately to Stage 3 .

## ***Appendix C - Plot Inspection Process - continued***

### **Stage 3 - Formal - Notice to Quit Served**

3.1 Following non compliance with Stage 2 requirements within the 56 day grace period offered (cumulative Stage 1 and 2 grace periods) the Plot Holder will be served a Notice to Quit letter - instructing the Plot Holder to vacate the plot within 7 days of notification. The Lettings Officer will request a The Notice to Quit letter to be issued by WAA Secretary.

The Plot holder if applicable will also forfeit any rights to the repayment of deposit paid in advance for their plot .

Prior to the issue of the Notice to Quit letter the Chairman and Committee must be informed.

All Stage 2 and 3 occurrences will be recorded by the WAA Secretary and communicated to the Committee by the Lettings Officer . The occurrences will be discussed at the proceeding committee meeting following the inspections.

All Letters sent are to be recorded and retained by the WAA Sectary for audit purposes.

## Appendix D

### PLOT INSPECTION COMPLIANCE TICK SHEET

Plot	Date	Inspector	
	Criteria - <b>Yes = Pass</b> <b>No = Fail</b> - Fail consider Probably/Severity of Risk and Impact on others for appropriate Action	Yes /No	Comments
1	Are plot numbers clearly visible		
2	Is the Plot being actively worked (Bearing in mind bad weather around the time of inspection )		
3	Is 75% of the Plot being maintained under cultivation		
4	Is the Plot is properly cultivated as appropriate to the season, eg the production of vegetable, fruit and flower crops		
5	Are fruit trees being managed eg not encroaching onto adjacent plots or impinging on communal areas		
6	The maximum area for hard landscaping e.g. shed, patio, internal paths etc does not exceed 25%		
7	Are free seeding weeds being controlled as to not cause nuisance to adjacent plot holders		
8	Abundance of weeds, is the plot clear of ground smothering/ creeping weeds		
9	The administration of weed/pest control methods has not impacted neighbouring plots		
10	Are dividing grass path ways being maintained eg cut/ strimmed as appropriate to the season		
11	Pathways are clear of obstruction preventing safe passed		
12	Have amendments to pathways been authorised		

13	Is the Mains fed water system including the Tank is as installed eg has not been altered (if altered report immediately )		
14	Is the Plot free and clean from accumulated rubbish, and hazards, e.g. broken glass or scrap metal and noxious plants eg Ragwort		
15	All hazards/dangers on the plot are being managed and controlled		
16	Is the plot free of Carpet and Underlay		



## Appendix E - Plot Inspection Standard Letter A1

### Letter A - Improvement Notice

Wellesbourne Allotment Association Committee  
c/o ( insert current contacts address), Wellesbourne, Warwickshire,

Plot holder name

Address

Ref : Plot xx (add Plot number ) Improvement Notice

Date

Dear xxx

The Associations Constitution , Rules, Letting Policy defines your responsibilities as a plot holder and forms your agreement and defines the standards of which plots must be maintained and cultivated.

Your Spring/Summer/Autumn(delete as required) Plot Inspection was carried out on XX/XX/XX (insert date ) by XXXX (insert name), Lettings Officer. The inspection found that there was a requirement to carry out remedial action to bring the plot to the required standard . The following issues were highlighted to you as requiring attention : (insert list of issues)

As communicated by XXXX (insert name) on XX/XX/XX (insert date ) you were given a grace period of 28 days to undertake the appropriate remedial action to resolve issues after which time as previously communicated your plot was to be Re-inspected for compliance.

On XX/XX/XX, (insert date ) XXXX (insert name) carried out the required Re-inspection of the plot were unfortunately it was found that the issues despite the previous communication and a 28 day grace period being given have not been addressed satisfactorily.

(insert list of issues)

The issue has now been discussed with the Wellesbourne Allotment Association Committee and you have now been granted a further 28 day grace period to rectify the situation . An additional Re-inspection of your plot take place on XX/XX/XX (insert date ) . Where hopefully this matter can be resolved . If you are unable to continue managing your plot please contact your Section Representative.

If after the addition Re-inspection it is found that you have not full complied with the requirements listed the Wellesbourne Allotment Association Committee will have no alternative but to serve you the formal Notice to Quit instructing you to vacate of the plot within 7 days of receipt of the notice.

Yours sincerely ( Insert Name )

Allotment Secretary

On behalf of Wellesbourne Allotment Association Committee - V3/09/23

## Appendix E - Plot Inspection Standard Letter A1

### Letter A1 - Successful Re- Inspection

Wellesbourne Allotment Association Committee  
c/o ( insert current contacts address), Wellesbourne, Warwickshire,

Plot holder name

Address

Ref : Plot (add Plot number ) Successful Re- Inspection

Date

Dear xxx

Following the Re-inspection of your plot following the Spring/Summer/Autumn Plot inspections (delete as required) by XXXX , Lettings Officer . I would like to confirm that the following issues have now been satisfactorily addressed : (insert list of issue)

\*

\*

Please accept this letter as your formal confirmation that there are no outstanding items from your Spring/Summer/Autumn(delete as required) plot inspection and the matter has now concluded .

Wellesbourne Allotment Association Committee would like to thank you for your understanding and cooperation in this unfortunate matter.

Yours sincerely ( Insert Name )

Allotment Secretary

On behalf of Wellesbourne Allotment Association Committee

V3/09/23

## Appendix E - Plot Inspection Standard Letter B

### Letter B - Notice to Quit

Wellesbourne Allotment Association Committee  
c/o ( insert current contacts address), Wellesbourne, Warwickshire,

Plot Holder name  
Address  
Ref : Plot (add Plot number ) Notice to Quit  
Date

Dear xxxxx

I am writing to you on behalf on the Wellesbourne Allotment Association Committee to serve you Formal Notice to Quit your plot.

On the XXXX you were initially contacted where the issues identified whilst carrying out your Spring/Summer/Autumn/ (delete as required) plot inspection were highlighted. At this stage you were given an initial 28 day grace period to carryout the required remedial action. Post the grace period a Re- inspection of the plot took place on XX/XX/XX (add date) and it was then established that the required remedial action had not been carried out.

Subsequently you received formal written communication detailing the requirements to return your plot up to the required standard and that an addition 28 day grace period had been granted by Wellesbourne Allotment Association Committee to make the changes at which stage the plot would be reinspected again.

Following the addition second 28 day grace period the plot was re- inspected for compliance were it was found that the following issues had still not been addressed.

\*(inset items not addressed)

\*

A review by the Committee has now been carried out and I am sorry to inform you that the plot despite a total grace period to 56 days being granted has not met the previously stipulated requirements .

Therefor as a result of the outstanding issues the Committee now have no alternative option available but to serve this letter as formal Notice to Quit your plot and ( delete if not applicable) that you forfeit your right to the return of your plot deposit .

The Committee is sorry that the matter has got to this stage, however in accordance with our letting agreement with Coventry Diocese as an Association we must demonstrate that the allotment site is being fully utilised and managed in an efficient manner.

You will be allowed 7 days from issue of this letter for the removal of any personal items from the site.

You will be required to have vacated the plot and have removed all personal items by  
XXXX

## **Appendix F - Plot Inspection Standard Letter B- continued**

Please contact me to confirm that you can comply with this notification or to inform me of any mitigating circumstances that may reverse this Committee decision.

Yours sincerely ( Insert Name )  
Allotment Secretary

On behalf of Wellesbourne Allotment Association Committee  
V3/09/23







## Payment of Refundable Deposits

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	DATE	AMOUNT (£)	PAID (Member signature)	RECEIVED (Committee signature)
Plot Deposit		£50		
Gate Key		£5		

### NOTES

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## Document Control Review Record Sheet

Revision	Revised date	Reviewed by	Summary of Changes
2018	2018	Committee	Reprinted
Revision 2	April 2020	J Wilson	<ul style="list-style-type: none"> <li>• Revisions in Blue ( To stay valid until next revision)</li> <li>• Revised to provide clarity of Plot inspection Process .</li> <li>• Added Roles and responsible summary for Committee members</li> <li>• Remove reference to Current Rent charges as not valid</li> <li>• Remove reference to late payment fees for rent as not valid.</li> <li>• Added rule not to amend pathways without written authorisation from committee</li> <li>• Amended Structure criteria to enable structures to be erected within guidelines without referring to the committee</li> <li>• Added Flow diagram and process doc for plot inspections</li> <li>• Added Plot inspection criteria tick sheet.</li> <li>• Changed may to shall lead to expulsion if amendments to water system is made by plot holders</li> <li>• Amended constitution to include two new points Preserving the allotments and ensuring plots are well maintained</li> <li>• Removed reference to pruning trees as not applicable</li> <li>• Removed the reference to removing clay as not applicable</li> <li>• Clarification on wording</li> </ul>
Revision 4	March 20212	J Wilson	Amended Committee Officer role to reflect Press,Comms & Media is now an Officer Role, Amend Committee terms of Office Offices now stand for 3yrs and Committee members 2yrs before reelection required. Add maximum Greenhouse dimensions.Remove Plot Inspection duplicate flow chart. Amend Plot Inspection process to reflect Lettings Officer review whole site.. Rent payment grace period amend from 14days to 28days.

Revision	Revised date	Reviewed by	Summary of Changes
<b>Revision 5 Revisions in Blue - To stay valid until next revision</b>	Sept 2023	J Wilson	<ul style="list-style-type: none"> <li>Added to safe guard Plot Holders : Ensure Public Liability is in place at all times</li> </ul>
			Added to ensure current practices are reflected in the document : Be a counter signatory for the treasurer where applicable
			Added to ensure records remain accurate: and reviewed annually
			Added to benefit Plot Holders and clarify voting rights: If the named member is not available to attend the AGM or EGM then a proxy vote is permitted if the Secretary is informed prior to the meeting
			To comply with legal requirements , protect Plot Holders. Audit changed to review and independent added.
			<ul style="list-style-type: none"> <li>Added to Protect Plot holders Inform and supply the National Allotment Association (NAS) on an Annual basis the single named Plot Holders details to ensure the members Third Party Liability is renewed. Also inform the NAS of any additional member that upon paying the agreed figure require Third Party Insurance cover that is provided by NAS</li> </ul>
			Added to enable updates to protect the Association between AGMs : Rule changes that require a members vote between meetings can be executed via electronic formate eg Google Forms or Postal Voting where appropriate. The exception being updating contacts, clarification of rules and complying with legislation where no vote is required.
			Added to the the Annual Tenancy commences and ends : which runs from March to March
			Added to reflect current practices : Payments of rent can also be paid via BACS (Bank Transfer)

Revision	Revised date	Reviewed by	Summary of Changes
			Officers Email Addresses amended to reflect current contact emails
			Deposit for Key increased to £10 to reflect current prices
			Standard letters Contact details amended eg de personalised to minimise future updates
<b>Revision 6 Revisions in Blue - To stay valid until next revision</b>	Feb 2024		Press Comms and Media contact updated . Previous amendments not colour changed as this update is only minor.