

# Wise Lane Allotment Society

## Members' Handbook

### Version History

| Version | Comment  | Date             | By    |
|---------|--|------------------|-------|
| V1.0    | Collated and published post member section review  | 20 October 2019  | Chair |
| V1.1    | Corrected error in maximum height of structures (condition 18) in Terms and Conditions; page 15 of this Handbook. Maximum height reduced from 3.5m to 2.5m | 19 November 2019 | Chair |
| V1.2    | Updated to incorporate new rules on lighting bonfires  | 01 December 2019 | Chair |

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# **CONSTITUTION**

of

## **WISE LANE ALLOTMENT SOCIETY**

An Unincorporated Association

Wise Lane Allotment Society founded 25<sup>th</sup> October 2013

Words in **bold** on their first appearance are defined in the Interpretation

**1. Name**

The name of the Association is

WISE LANE ALLOTMENT SOCIETY

**2. Objects**

The **Objects** are:

- 2.1 To manage allotments, in particular in the district of Mill Hill in London.
- 2.2 To promote the art, science and practice of horticulture.
- 2.3 To promote the interests of gardeners.
- 2.4 To educate in the principles and practice of horticulture.

**3. Powers**

The Society has the following powers, which may be exercised only in promoting the **Objects**:

- 3.1 To manage allotments and to make agreements with allotment holders on such terms, including rent and other charges, and subject to such rules as the Society shall determine from time to time.
- 3.2 To promote or carry out research, provide advice and publish or distribute information.
- 3.3 To join, affiliate to, co-operate with, support, administer or set up other bodies.
- 3.4 To raise funds, borrow money and give security for loans.
- 3.5 To acquire, hire, let or dispose of property of any kind.
- 3.6 To make grants or loans of money and to give guarantees.
- 3.7 To set aside funds for special purposes or as reserves against future expenditure.
- 3.8 To deposit or invest in funds in any manner and delegate the management of investments to a financial expert.
- 3.9 To insure the property of the Society against any foreseeable risk and take out other insurance policies to protect the Society, its officers and its volunteers.
- 3.10 Subject to sub-clause 9.3, to employ paid or unpaid agents, staff or advisers.
- 3.11 To enter into contracts to provide services to or on behalf of other bodies.
- 3.12 To establish or acquire subsidiary bodies to assist or act as agents for the Society.

3.13 To do anything else within the law which promotes or helps to promote the Objects.

#### **4. Membership**

- 4.1 Every person or organisation who holds an allotment which is managed by the Society shall be required to be a member of the Society as a condition of holding such an allotment. Membership is confined to those persons renting an allotment from the society and membership is automatically terminated when a member ceases to hold an allotment.
- 4.2 The Committee may establish different classes of membership, prescribe their respective benefits and duties and set the levels of any subscriptions.
- 4.3 The Committee must keep a register of **members**.
- 4.4 A member whose subscription is three months in arrears ceases to be a member but may be reinstated on payment of the amount due.
- 4.5 A member may resign by **written** notice to the Society.
- 4.6 The Committee may refuse membership to any person if in their reasonable opinion that person being a member would be harmful to the Society.
- 4.7 The Committee may by resolution terminate the membership of any member on the ground that in their reasonable opinion the member's continued membership would be harmful to the Society. The Committee may only pass such a resolution after notifying the member in writing and considering the matter in the light of any written representations which the member puts forward within 14 **clear days** after receiving notice. The Committee shall offer the member the opportunity to meet with the Committee or such person or persons it may appoint for this purpose. At such a meeting the member shall be entitled to be accompanied and assisted by one person of his or her choosing. Such a member is not entitled to a refund of any subscription, allotment rent or other payment, but the Committee may at its absolute discretion make a whole or partial refund.
- 4.8 Membership of the Society is not transferable.

#### **5. General Meetings (AGM and EGM)**

- 5.1 Members are entitled to attend general meetings of the Society either in person or (in the case of a member organization) through an **authorised representative**. General meetings are called on at least fourteen clear days written notice to the members specifying the business to be transacted.
- 5.2 There is a quorum at a general meeting if the number of members or authorised representatives personally present is at least three.
- 5.3 The **Chairman** or (if the Chairman is unable or unwilling to do so) the **Deputy Chairman** or (if the Deputy Chairman is unable or unwilling to do so) some other member appointed by the committee members who are present or failing that elected by those members present, presides at a general meeting.

- 5.4 Except where otherwise provided by this Constitution, every issue at a general meeting is determined by a simple majority of votes cast by the members present in person or (in the case of a member organisation) through an authorised representative.
- 5.5 Except where otherwise provided by this Constitution, voting is by a show of hands, but the chairman of the meeting or not less than five members present in person or (in the case of a member organisation) through an authorised representative may require, before or after a show of hands, a poll vote.
- 5.6 Members may not appoint a proxy unless the Committee invites members to appoint a proxy when they shall issue proxy forms to all members requesting one. All elected Committee Members must stand down at each AGM but, if eligible, may re-stand for election.
- 5.7 Except for the chairman of the meeting, who has a second or casting vote, every member present in person or (in the case of a member organisation) through an authorised representative is entitled to one vote on every issue.
- 5.8 An **AGM** must be held in every year.
- 5.9 At an AGM the members:
- (1) Approve the minutes of the previous AGM and any intervening **EGMs**.
  - (2) Receive the report of the Committee on the Society's activities since the previous AGM.
  - (3) Receive the accounts of the Society for the previous **financial year**.
  - (4) Appoint an auditor or **independent examiner** for the Society or delegate such appointment to the Committee.
  - (5) Accept the retirement of those **elected Committee Members** who are retiring.
  - (6) Elect elected Committee Members to fill the vacancies arising, through an election process determined by the Committee which must include all members being invited to nominate themselves or other members as candidates and all candidates names being supplied to members with the notice of the meeting; and
  - (7) Discuss any issues of policy or deal with any other business put before them by the Committee.
- 5.10 Any general meeting which is not an AGM is an EGM.
- 5.11 An EGM may be called at any time by the Committee and must be called within twenty eight clear days after a written request to the Committee from at least ten members unless a majority of the requesting members agree to a longer period or unless the Committee reasonably requires more time to meet the requirements of clause 5.12(4).
- 5.12 A members' request for an EGM is subject to the following:
- (1) A members' request shall state the business of the meeting and the resolution or resolutions to be put to the meeting.

- (2) A members' request shall be accompanied by the name, address and signature of each member making the request. The request shall be in writing and may be on more than one piece of paper but each page which carries a member's signature shall state the resolution or resolutions.
- (3) A members' request may be accompanied by a statement which, without the agreement of the Committee, shall not normally exceed 500 words and this statement shall be sent to all members with the notice of the meeting.
- (4) Any person directly affected by the resolution shall be supplied by the Committee with a copy of the resolution and member's statement, and be invited by the Committee to submit a statement which, without the agreement of the Committee, shall not normally exceed 500 words, and this statement shall be sent to all members with the notice of the meeting.
- (5) The Committee may circulate one or more statements to accompany the notice of the meeting or otherwise.
- (6) The Committee is not obliged to call a meeting or circulate a resolution or statement which it reasonably considers is vexatious, frivolous or unlawful but shall explain its reasons to those members who have requested a general meeting and invite them to amend such resolution or statement.

## **6. The Committee**

- 6.1 The Committee has control of the Society and its property and funds.
- 6.2 The Committee when complete consists of five individuals, all of whom must be members or authorised representatives in the case of an organisation. At least three Committee Members must be elected. The further two may be selected by the Committee.
- 6.3 All elected Committee Members must stand down at each AGM but, if eligible, may re-stand for election.
- 6.4 No member is eligible to stand for election if he or she has been a member of the Committee for any part of each of eight consecutive periods from one AGM to the next AGM unless he or she has since not been a Committee Member for the whole of the period from one AGM to the next AGM. Such a member may be co-opted as a selected Committee Member but may not stand for election again until he or she has ceased to be a Committee Member for the whole of the period from one AGM to the next AGM.
- 6.5 The Committee may co-opt as a Committee Member any member to fill a casual vacancy amongst the elected Committee Members.
- 6.6 Selected Committee Members are appointed by resolution of the Committee to hold office until the end of the next AGM.
- 6.7 A Committee Member's term of office automatically terminates if he or she:
  - (1) Is incapable, whether mentally or physically, of managing his or her own affairs.

- (2) Is absent from three consecutive meetings of the Committee; fails to make themselves available to participate in meetings; fails to reasonably cooperate with Committee colleagues as they discharge Society business.
  - (3) Ceases to be a member of the Society (but such a person, on resuming membership of the Society, may be reinstated by resolution of the Committee before the next AGM).
  - (4) Resigns by written notice to the Committee (but only if at least two Committee Members will remain in office).
  - (5) Is removed by a resolution passed by every one of the other Committee Members after they have invited the views of the Committee Member concerned and considered the matter in the light of any such views. The Committee shall offer the Committee Member the opportunity to meet with the Committee and at such a meeting the Committee Member shall be entitled to be accompanied and assisted by one person of his or her choosing.
- 6.8 A retiring Committee Member is entitled on written request to an indemnity from the continuing Committee Members at the expense of the Society in respect of any liabilities properly incurred while he or she held office.
- 6.9 A technical defect in the appointment of a Committee Member of which the Committee is unaware at the time does not invalidate decisions taken at a meeting.

## **7. Committee Proceedings**

- 7.1 The Committee must hold at least two meetings each year.
- 7.2 A quorum at a meeting of the Committee is three Committee Members, but if the total number of Committee Members is below three then the remaining Committee Members may act but only to co-opt additional Committee Members.
- 7.3 A Committee meeting may be held either in person or by suitable electronic means agreed by the Committee in which all participants may communicate with all other participants.
- 7.4 The Chairman or (if the Chairman is unable or unwilling to do so) the Deputy Chairman or (if the Deputy Chairman is unable or unwilling to do so) some other Committee Member chosen by the Committee Members present presides at each meeting of the Committee.
- 7.5 Except where otherwise provided by this constitution every issue may be determined by a simple majority of the votes cast at a meeting of the Committee but a resolution which is in writing and signed by all the Committee Members is as valid as a resolution passed at a meeting and for this purpose the resolution may be contained in more than one document and will be treated as passed on the date of the last signature.



- 7.6 Except for the chairman of the meeting, who has a second or casting vote, every Committee Member has one vote on each issue.
- 7.7 A procedural defect of which the Committee is unaware at the time does not invalidate decisions taken at a meeting of the Committee.

## **8. Committee Powers**

The Committee has the following powers in the administration of the Society:

- 8.1 To appoint and remove a Chairman, a Deputy Chairman and other officers from among their number, and to appoint and remove other individuals with specific duties (including representing the Society) on such terms as the Committee from time to time decide.
- 8.2 To appoint and remove any individual (with his or her consent) and on such terms as the Committee from time to time decide, with such honorary titles as Patron, President or Vice-President of the Society.
- 8.3 To delegate any of the Committee's functions to sub-committees consisting of two or more individuals appointed by them (but at least one member of every sub-committee must be a Committee Member and all proceedings of sub-committees must be reported promptly to the Committee). The Committee may arrange for some or all of the members of sub-committees to be elected by some or all of the members of the society.
- 8.4 To make standing orders consistent with this Constitution to govern proceedings at general meetings.
- 8.5 To make rules consistent with this Constitution to govern their proceedings and proceedings of sub-committees.
- 8.6 To make regulations consistent with this Constitution to govern the administration of the Society (including the operation of bank accounts and the commitment of funds).
- 8.7 To resolve, or establish procedures to assist the resolution of, disputes within the Society.
- 8.8 To exercise any powers of the Society which are not reserved to a general meeting.

## **9. Benefits to Members and Committee Members**

- 9.1 The property and funds of the Society must be used only for promoting the Objects and may not be distributed to the members or the Committee Members.
- 9.2 No Committee Member may receive any payment of money or other **material benefit** (whether direct or indirect) from the Society except:
  - (1) Under sub-clauses 3.9 (indemnity insurance) and 9.3 (contractual payments).

- (2) Reimbursement of reasonable out-of-pocket expenses (including travel costs) actually incurred in the administration of the Society.
  - (3) Interest at a reasonable rate on money lent to the Society.
  - (4) A reasonable rent or hiring fee for property let or hired to the Society.
  - (5) An indemnity in respect of any liabilities properly incurred in running the Society (including the costs of a successful defence to criminal proceedings).
  - (6) Payment to a company in which the Committee Member has no more than a one per cent shareholding.
  - (7) Benefits in his or her capacity as a member.
- 9.3 A Committee Member may not be an employee of the Society, but a Committee Member or **connected person** may enter into a contract with the Society to supply goods or services in return for a payment or other material benefit, but only if:
- (1) The goods or services are actually required by the Society.
  - (2) The nature and level of the benefit is no more than reasonable in relation to the value of the goods or services and is set by the Committee in accordance with the procedure in sub-clause 9.4 and.
  - (3) Not more than half of the Committee Members are interested in any such contract in any one financial year.
- 9.4 Whenever a Committee Member has a personal interest in a matter to be discussed at a meeting of the Committee or a sub-committee, he or she must:
- (1) Declare an interest before the meeting or at the meeting before discussion begins on the matter.
  - (2) Be absent from that part of the meeting unless expressly invited to remain in order to provide information.
  - (3) Not be counted in the quorum for that part of the meeting.
  - (4) Be absent during the vote and have no vote on the matter.

## **10. Property and Funds**

- 10.1 The Society must have one or more bank accounts and all bank accounts which hold the Society's funds must be in the name of the Society and require at least two signatures on every payment.
- 10.2 Funds which are not required in the near future may be placed on deposit or invested in accordance with clause 3.8 until needed.
- 10.3 Investments and other property of the Society may be held:
- (1) In the name of a **nominee company** acting under the control of the Committee or of a financial expert acting on their instructions.
  - (2) In the name of at least two and up to four holding Committee Members for the Society who may be appointed (and removed) by resolution of the Committee.

- (3) In the name of a **trust corporation** as a holding trustee for the Society, which must be appointed (and may be removed) by deed executed by the Committee.
- 10.4 Documents and physical assets may be deposited with any company registered or having a place of business in England and Wales as **custodian**.
- 10.5 Any nominee company acting under sub-clause 10.3(2), any trust corporation appointed under sub-clause 10.3(3) and any custodian appointed under sub-clause 10.4 may be paid reasonable fees.

## **11. Records and Accounts**

- 11.1 The Committee must keep proper records of all proceedings at general meetings, Committee meetings and all professional advice obtained.
- 11.2 Accounting and all other records relating to the Society must be made available for inspection by any Committee Member at any time during normal office hours and may be made available for inspection by members if the Committee so decides.
- 11.3 A copy of the Society's latest available statement of account must be supplied on request to any Committee Member or member.

## **12. Notices**

- 12.1 Notices under this Constitution may be sent by hand, by post or by suitable electronic means or with or within any journal distributed by the Society.
- 12.2 The address at which a member is entitled to receive notices is the address noted in the register of members (or, if none, the last known address).
- 12.3 Any notice given in accordance with this Constitution is to be treated for all purposes as having been received:
  - (1) 24 hours after being sent by electronic means or delivered by hand to the relevant address,
  - (2) Three clear days after being sent by first class post to that address,
  - (3) Four clear days after being sent by second class post or overseas post to that address,
  - (4) On being handed to the member or its authorised representative personally or, if earlier,
  - (5) As soon as the member acknowledges actual receipt.
- 12.4 A technical defect in the giving of notice of which the members or the Committee are unaware at the time does not invalidate decisions taken at a meeting.
- 12.5 The accidental failure to deliver a member's notice on time or at all does not invalidate decisions taken at a meeting.

### **13. Amendments**

This Constitution may be amended at a general meeting by a two-thirds majority of the votes cast.

### **14. Incorporation**

14.1 The members at a general meeting may authorise the Committee to transfer the assets and liabilities of the Society to a limited company (including an Industrial and Provident Society) established within, the same as or similar to the Objects and of which the members of the Society will be entitled to be members.

14.2 On a transfer under clause 14.1 the Committee must ensure that all necessary steps are taken as to the transfer of land and other property and the novation of contracts of employment and transfer of pension rights.

### **15. Dissolution**

15.1 If at any time members at a general meeting decide to dissolve the Society, the Committee Members will remain in office and will be responsible for the orderly winding up of the Society's affairs.

15.2 After making provision for all outstanding liabilities of the Society, the Committee must apply the remaining property and funds in one or more of the following ways:

- (1) By transfer to one or more other bodies established for purposes within, the same as or similar to the Objects; or
- (2) Directly for the Objects or purposes within or similar to the Objects.

### **16. Interpretation**

In this Constitution:

16.1 'AGM' means an annual general meeting of the Society;

'Authorised representative' means an individual who is authorised by a member organisation to act on its behalf at meetings of the Society;

'The Committee' means the Committee Members collectively acting as the governing body of the Society;

'Committee Member' means a member of the governing body of the Society and 'Committee Members' the members of the governing body;

'The Chairman' means the chairman of the Society appointed by the Committee;

'Clear day' means 24 hours from midnight following the relevant event;

'Connected person' means any spouse, partner, parent, child, brother, sister, grandparent or grandchild of a Committee Member, any **firm** of which a Committee

Member is a member or employee, or a company of which a Committee Member is a director, employee or shareholder being beneficially entitled to more than one per cent of the share capital;

‘Custodian’ has the meaning prescribed by section 17(2) of the Trustee Act 2000;

‘Deputy chairman’ means the deputy chairman of the Society appointed by the Committee;

‘EGM’ means a general meeting of the members of the Society which is not an AGM;

‘Elected Committee Members’ means those Committee Members who are elected at the AGM;

‘Financial expert’ means an individual, company or firm who is authorised to give investment advice under the Financial Services and Markets Act 2000;

‘Financial year’ means the Society’s financial year;

‘Firm’ includes a limited liability partnership;

‘Holding trustee’ means an individual or corporate body responsible for holding the title to property but not authorised to make any decisions relating to its use, investment or disposal;

‘Independent examiner’ means an independent person who is reasonably believed by the Committee to have the requisite ability and practical experience to carry out a competent examination of the accounts;

‘Material benefit’ means a benefit which is financial or has a monetary value;

‘Member’ and ‘membership’ refer to membership of the Society;

‘Months’ means calendar months;

‘The Objects’ means the objects of the Society set out in clause 2;

‘Selected Committee Members’ means those Committee Members who are selected by the Committee and co-opted as Committee Members.

‘The Society’ means the association comprised in this Constitution;

‘Trust corporation’ has the meaning prescribed by section 205(1)(cxxviii) of the Law of Property Act 1925 (but does not include the Public Trustee);

‘Written’ or ‘in writing’ refers to a legible document on paper including a fax or e-mail message;

‘Year’ means calendar year.

- 16.2 References to an Act of Parliament are references to that Act as amended or re-enacted from time to time and to any subordinate legislation made under it.

# Wise Lane Allotment Society & Gardens

Moorlands Avenue, off Brookfield Crescent, London NW7

## Terms and Conditions of Allotment Tenancy

v3.0 Last updated May 2019

- 1 In this document, where the circumstances so admit:  
  
‘the Society’ means the Wise Lane Allotment Society  
an ‘allotment’ means any allotment garden rented from Society  
‘the tenant’ means the named current holder(s) of an allotment  
‘the Council’ means the London Borough of Barnet  
‘the committee’ means the committee of management of the Society  
‘the site’ means the allotment site managed by the Society and located at [located]  
the use of the masculine includes the feminine and vice versa; the singular includes the plural and vice versa.
  
- 2 Where an allotment is let to two or more tenants the terms and conditions in this document apply to each of them.
  
- 3a Tenants are required to be members of the Society for the whole of their period of tenancy.
  
- 3b The Tenant shall be responsible to the Committee for the acts or defaults of any family member, associate or visitor they allow onto the Allotment and would be well advised to brief them on the Terms and Conditions and any other prevailing guidelines.
  
- 4 Allotments are let to tenants solely as allotment gardens as provided for in the provisions of the Allotments Acts 1908 to 1950 as to allotment garden tenancies, and the provisions of those Acts apply accordingly. Allotments are to be wholly or mainly cultivated by the tenant for the production of horticultural products such as vegetables, fruit and flowers for use by the occupier and his/her family.
  
- 5 Tenants may only use their allotments for their own cultivation and may not carry on, or permit to be carried on, any trade or business involving the allotment.

- 6 Before taking possession, every tenant shall pay the required rent and other charges in advance – on the days and at the time and place appointed by the Society – to the secretary or other person authorised by the Society to receive it, whether legally demanded or not.
- 7 The Council and the Society, their accredited representatives and persons acting on their behalf or with their permission shall be entitled at any time to enter and inspect any allotment and carry out any works or repairs required or authorised by the Society or by the Council.
- 8 Tenants must not do nor allow anything (in relation to the tenant's allotment) which is inconsistent with, or in breach of, the provisions of the lease (which the Society shall make available for inspection by the tenant on demand).
- 9 If any notice is served by the Society in respect of any breach of the terms of this agreement, the tenant shall immediately comply with such a notice and carry out any work required by the notice.
- 10 Tenants must not:
  - Transfer, assign, sublet, part with possession of, or otherwise deal with the allotment or any part of it or with any interest in it;
  - Grant or purport to grant any right, interest, licence, or easement in or over or under the allotment;
  - Do in connection with the allotment any act or thing which may be, or become, illegal or a nuisance to the Council, to the Society, to other tenants or to the owners or occupiers of other property in the neighbourhood;
  - Encroach or trespass, or allow others to trespass, upon another tenant's allotment or encroach onto any path, road or communal space;
  - Cause, or allow to be caused, any damage to or theft of any property, including crops, belonging to other persons or the Society.
- 11 Tenants must:
  - Indemnify and keep indemnified the Society, its officers and servants from and against all costs, claims, demands, proceedings, expenses and payments whatsoever that may be made or instituted against them or any of them in relation to the use of the allotment by the Tenant or the Tenant's employees, associates, visitors or contractors either directly or indirectly, and which would not have arisen but for the granting of the tenancy. All who enter the allotment site do so at their own risk;
  - Inform the Society of any attempt by the owners or occupiers of other property in the neighbourhood to encroach on or acquire any right or easement over the allotment, including any unauthorised access to the site;
  - Cooperate as far as reasonably possible with the Society and its officers in ensuring the efficient, effective and harmonious running of the site;

Inform the Society immediately as of any change in their address or other contact details.

- 12 The Society is not responsible for any loss, theft, damage or injury to any persons or property on the allotment site, and all persons who enter the site do so at their own risk.
- 13a Tenants shall observe and perform any special condition which the Society considers necessary to preserve the allotment from deterioration, and of which notice shall be given to the tenant in accordance with these terms and conditions.
- 13b Tenants shall not arrange any deliveries to the site without the prior agreement of the committee. In order to co-ordinate deliveries the committee will require prior information regarding the type and volume and proposed delivery location on the site, the date and time of the proposed delivery and confirmation that the tenant will be at the site at the relevant time to accept delivery.

### **CARE AND MAINTENANCE OF ALLOTMENT PLOTS & SURROUNDS**

- 14 Tenants must keep their allotments reasonably free from weeds and rubbish, and otherwise maintain them in a proper state of cultivation to the satisfaction of the Society.

Important Cultivation clause:

The Tenant must keep the Allotment in 'cultivation' as defined below to the reasonable satisfaction of the Committee and must keep weeds under control and maintain the soil in a healthy and fertile state at all times.

Cultivation shall mean:

- weed vegetation cleared and under control, and soil dug over, and/or growing fruits, flowers and vegetables, and/or growing green manure crops, and
- no less than 50% of a plot may be under cultivation.

- 15 Tenants must not:

Plant, or allow to grow, continuous non-productive hedges or erect any fencing, walls or other barriers around their allotments greater than three foot or 1.1 metre in height;

Use barbed or razor wire or the like for any purpose;

Erect any notices or advertisements without express, written permission from the Committee.

- 16 Tenants must keep any legitimate ditches and watercourses bordering their allotment open and clear of obstructions and must not, without the prior approval of the Society, divert, alter or in any way interfere with the free running or the percolation of the water in or under the site whether the water is in defined channels otherwise.



## **Bonfires**

- 17 Bonfires may be lit by tenants on their allotments, bearing in mind the impact on homes bordering the site:

*On THE FIRST SUNDAY of every month between the months of April to September, and*

*At any time on any day between the months of October to March.*

Bonfires must be kept under control at all times, not left unattended, and must be completely extinguished before the tenant leaves the site.

If available, tenants may deposit uninfected, natural burnable waste on a designated burn site, to be burned periodically by a designated member only.

## **SHEDS AND OTHER FIXTURES**

- 18a The Tenant shall not construct and place any sheds, greenhouses or any other similar structures without the Committee's prior written consent.

The Tenant agrees that failure to obtain the Committee's prior written consent may result in the structure being removed at the Tenant's own expense.

The Tenant shall not use the shed, greenhouses or any other structures otherwise than for purposes in connection with the Cultivation of the Allotment, and for the avoidance of doubt the Tenant shall not be allowed to use the shed, greenhouses or any other structure for overnight accommodation.

The Tenant acknowledges that the Committee accepts no liability in respect of any damage to the Allotment and/or theft of any item or structure placed on the Allotment.

The Tenant shall keep their shed, greenhouse and/or other structure in proper state of repair to the satisfaction of the Committee failing which the Committee may require the Tenant to remove such structure from the Allotment at the Tenant's own cost.

- 18b Tenants must not build or allow to be built on their allotments:

Any permanent structures;

Any temporary structures exceeding 2.5 metres in height.

The total area of temporary structures on any allotment plot – *including sheds, greenhouses, polytunnels, cages, enclosures, arbours, interconnected plant supports, internal pathways and the like* – may not exceed 20% of the area of the allotment and must be built and maintained to a reasonable standard.

- 19a No concrete to be used on the allotments save for use sparingly as part of shed/greenhouse base material or pole fixture **only** and restricted to the area of the shed/greenhouse or pole fixture so supported, ideally the perimeter only, where applicable.

- 19b All paths on the allotment must be grass. No other materials may be used for or on paths , save for paths entirely within an individual plot which may be covered with bark or paving slabs in sand **ONLY. NEVER concrete.**
- 20 Structures, fixtures and the like erected or installed on an allotment shall remain the property of the tenant during the term of the tenancy. Upon the expiration or termination of the tenancy for whatever reason, the tenant or his or her personal representative shall be entitled to dispose of structures, fixtures and the like to whom and on such terms as they may desire, including sale to an incoming tenant, or remove such structures and fixtures and any produce. If the outgoing tenant neither disposes of nor removes such structures, then an incoming tenant may either enter into possession of these structures without payment or cause these structures to be dismantled and removed and to charge the outgoing tenant the cost of these works.
- 21 Upon the termination of the tenancy of an allotment the tenant shall, if required to do so by the Society, remove from the allotment all his/her property of any kind within 14 days of such termination, and shall make good any defect to the allotment caused by such movement. The Society may thereafter remove any such property remaining on the allotment and charge the expense of the such removal and making good any defect to the tenant, who shall upon demand pay to the Society the amount of such expense.

#### **Trees**

- 22 Tenants must not plant, or allow to grow by natural seedling or otherwise, any trees or bushes other than fruit trees and bushes of recognised varieties cultivated for their crop, as well as those cultivated for medicinal and other benefit to general wellbeing.
- 23 Fruit trees and bushes must not be planted within 1 metre of – nor hang over or encroach upon – roads, paths, fences or neighbours’ allotments, and should not exceed 5 metres in height.
- 24 All trees must be regularly inspected and properly maintained to the satisfaction of the Society.

#### **Paths, roads and boundaries**

- 25 Subject to clause 26, tenants must keep in repair, to the satisfaction of the Society, every path or road bordering their allotment, and keep any hedges or verges bordering and forming part of their allotments properly cut and trimmed, except such paths, roads and hedges which the Society has agreed to maintain in good order.
- 26 Where there is a border path between allotments, the tenants of each of those allotments are jointly responsible for maintaining properly, and at a width of no less than 0.5 metres, the path between their allotments except that, by mutual agreement, the tenants involved may agree that one or the other of them will be solely responsible for maintenance of the path.
- 27 The Society reserves the right, acting reasonably, at the end of any tenancy year and having given reasonable notice, to re-define the boundaries of any allotment or re-calculate the

rent if it believes this to be necessary to promote the efficient and effective management of the site.

### **Livestock**

- 28 Not to keep livestock on the site except that poultry up to five birds per plot (but not cockerels) and bees may be kept at the discretion of the committee, provided that
- (a) They are well and humanely managed;
  - (b) They do not cause any danger, nuisance, interference, disturbance or annoyance to tenants or to anyone else including members of the public and the owners or occupiers of the neighbouring and adjoining property;
  - (b) Subject to the agreement of the Society which may at its discretion decide that the keeping of some or all poultry on site would be prejudicial to health or a nuisance.

### **Water**

- 29 The Tenant shall assist in the conservation of water by exercising economy by;
- (a) Using a watering can when watering wherever possible;
  - (b) Using hand-held hoses, subject to water company regulations, which must not be left on unattended, for example a hose may not be left propped up on a plot with a sprinkler nozzle attached. Hoses must be held in the hand at all times and must not be left unattended. Sprinklers, irrigation systems and the like are forbidden;
  - (c) Not leaving hoses attached to taps when not in use, and not leave hoses on for long periods or unattended when in use;
  - (d) Complying with water restriction notices when imposed;
  - (e) The Tenant shall report any leaks to the Committee as soon as possible.

### **CARE OF THE SITE**

- 30a Tenants must not:

Remove or carry away or permit to be removed or carried away from the site, any clay, soil, mineral, gravel or sand;

Remove or carry away or permit to be removed or carried away from a plot or part of the site to another any clay, soil, mineral, gravel or sand;

Dig or permit to be dug any pits, shafts, wells or ditches;

Import, store or allow on the site any soil, fill or material from an external source, or any rubbish or other items, which are not connected with the proper and lawful use of the site or which are likely to damage the horticultural quality of the site;

Deposit any manure, refuse or other material of any kind on the roads, paths lay-bys or anywhere on car-parking areas, in watercourses or on communal land except with the prior agreement of the Society and provided the material is cleared promptly;

Park or cause to be parked any motor vehicle or wheeled vehicle on any allotment or on any part of the site except in designated parking areas and only when in attendance on the site;

Interfere in any way with any material, plant, equipment, building or installation owned by the Society or the Council.

30b The Tenant must not bring onto the site or allow other persons to bring onto the site, any refuse, commercial or household waste including carpets which have a foam-backing.

30c The Tenant shall remove any waste or refuse accumulated on the Allotment during the tenancy or on the termination of the tenancy howsoever determined, failing which the Committee may seek to recover the costs of removal from the Tenant.

## **SITE SECURITY**

31 Tenants must:

Lock the gates after entering or leaving the site even if they are found to be opened or unlocked;

Make arrangements to meet personally at the entrance of the site any persons visiting them or vehicles making deliveries to them on the site and to ensure that the entrance is locked securely before and after. The Society shall have the right to refuse admittance to any person other than the tenant or a member of his/her family or household to the allotment unless accompanied by the tenant or his/her family;

Return at the end of the tenancy all gate and other keys provided by the Society. All such keys remain the property of the Society. Where replacement keys have been supplied to the tenant, these must be returned at the end of the tenancy or on demand;

Report to the Committee any matters of mains water leakage, any damage to fences, property or produce, through trespass or vandalism or from any other cause.

32 Dogs must be kept under close control while on the site. They must not be allowed to foul or cause damage to any allotment.

## **TERMINATION OF TENANCY**

- 33 The tenant must yield up the allotment at the expiration or termination of the tenancy in such condition as shall be in compliance with the terms and conditions contained in this document.
- 34 The Society or the tenant may at any time terminate a tenancy by giving twelve months' notice in writing the other expiring on or before the sixth day of April or on or after the twenty-ninth day of September in any year except that the Society may at its discretion accept from the tenant a lesser period of notice expiring at any time.
- 35 In the event of the death of the tenant, the tenancy shall terminate 3 months after the date of death except that the tenancy may be terminated sooner by agreement with the Society.

### **Termination of the tenancy by the Society**

- 36 The Society shall have the right immediately to re-enter and take possession of an allotment and to terminate the tenancy of any tenant after giving one month previous notice in writing to the tenant:

Whose rent is in arrears for forty days or more, whether legally demanded or not, or

Who is in breach of any of the other agreements, covenants or obligations (including the covenants in 14 and 15 above concerning the care and maintenance of allotments, and 43 below) imposed on the tenant by this document or the tenancy agreement in respect of the allotment.

### **Termination of the Society's tenancy**

- 37 The Society may terminate the tenancy of any allotment at one month's notice if it shall at any time, at one month's notice, be required by the Council to give up possession or occupation of the land, or any part thereof, of which such allotment forms a part.
- 38 This tenancy shall terminate forthwith whenever any tenancy or right of occupation of the Council shall terminate.
- 39 If the site or any part thereof that includes the allotment shall be required by the Council for a purpose for which it was acquired or to which it has been appropriated by the Council, the tenancy may be determined by the Society by three calendar months' notice in writing.

## **COMPENSATION**

- 40 Before taking possession of land, every member shall pay to the Society or to the outgoing tenant, as the case may be, any charge due in respect of ingoing compensation, adaption or other matters.
- 41 The Society shall be entitled to recover from the tenant on his/her vacating the allotment on the termination of the tenancy, statutory compensation in respect of any deterioration of the allotment caused by failure of the tenant to maintain it as required in this agreement.
- 42 The allotment is not to be considered let or treated as a market garden or agricultural holding within the meaning of relevant legislation.

## **43 ALLOTMENT CODE OF CONDUCT**

The Tenant shall:

- (a) Treat others with respect and understand that all views are important even if they are not the same as their own;
- (b) Respect an individual's rights to manage their plot and grow the produce they wish to, as long as it is within the rules of the established Tenancy Agreement;
- (c) Not use any form of violence on the site whether physical and/or verbal;
- (d) Not cause or permit any nuisance or annoyance to the occupier of any other allotment on the site or the residents of any premises in the vicinity either by action or inaction, or by rude or offensive behaviour, whether through carelessness, ignorance or persistent or deliberate action;
- (e) Not commit any acts of discrimination against any person or body on grounds of their race, religion, gender, sexuality, gender assignment, age or disability and understand that all forms of discrimination, including bullying and harassment are unacceptable;
- (f) Not trespass or cause damage to other Tenants' allotments, property or crops;
- (g) Take other Tenant's property or crops without that Tenant's prior permission;
- (h) Not photograph or film other people on the site without that Tenant's prior permission;
- (i) At all times during the tenancy observe and comply with all enactments, statutory instruments, local, parochial or other byelaws, orders, statutes or regulations affecting the Allotment
- (j) Agree that in any case of dispute between the Tenant and any other occupier of an Allotment on the site which cannot be resolved shall be referred to the Committee, whose decision shall be final and binding on all parties involved in the dispute;

(k) Agree that where nuisance behaviour could be considered a Criminal Offence, to report it both to the Committee and the Police. The Committee and/or Police would have the final say in any disagreements;

(l) Accept that the Committee reserves the right to amend the Code of Conduct from time to time, and any amended Code of Conduct shall be binding upon the Tenant following the service of a copy of the amended Code of Conduct on the Tenant.

## **BREACHES**

- 44 In the case of any member charged with a breach of these rules, the matter should be referred in writing to the committee, or in writing to such person or persons designated by the committee as they see fit, who shall at the earliest convenience deal with the matter. The committee shall have the power to take such steps as they consider necessary.
- 45 The Society reserves the right to exclude from the site without notice, pending consideration of the matter by the committee under paragraph 43 above, any tenant or other person who is accused of gross or serious misconduct such as (a) causing serious damage to any allotment or to the crops thereon or to any communal area or (b) while on the site, damaging or stealing the property of any other person or of the Society or (c) assaulting or threatening any person on the site.
- 46 Disputes – cases of dispute between two or more tenants shall be referred to the committee in writing, or in writing to such person or persons designated by the committee as they see fit. The committee shall have the power to take such steps as they consider necessary.
- 47 Appeals – any party to a breach or dispute may appeal against any decision made by the committee under 43-45 above. The appeal shall be made to a person or persons independent of the management of the Society and of the management of the site. Such person or persons shall give the said parties a fair hearing before arriving at any decision on the appeal.

## **LETTERS AND NOTICES**

- 48 Any letter or notice required to be served under this agreement may be served by hand, by pre-paid post, or by suitable electronic means:

On the tenant either personally or by leaving it at his/her last known place of abode or by prepaid letter addressed to him/her there or, failing that, by fixing the same in some conspicuous manner on the allotment;

On the Society by addressing it to the secretary for the time being of the Society at the Society's published address for correspondence.

- 49 Notices directed to all tenants may be served by posting them prominently on the Society's outdoor site notice board or similar display space or by including them in any newsletter or journal distributed by the Society to all its members.

## **DATA PROTECTION**

- 50 Tenants' contact details, allotment history and other information relevant to their tenancy and membership of the Society may be stored on computer or otherwise, in accordance with GDPR regulations. This information will be used only for the management and administration of the Society and the site and will not be disclosed to third parties unless the Society is required to do so by law or in compliance with legal obligations. The tenant may inspect the information held by the Society about him/her on request.



Wise Lane Allotment Society  
**Health & Safety**  
**Notice**

*'All ye who enter here ....*

*Anyone entering or using the allotments does so at their own risk and the Society cannot accept responsibility for injuries or damages arising to anyone entering the allotments. Anyone entering this allotment site managed by the Wise Lane Allotment Society for any reason agrees to abide by the Society's guidelines.'*

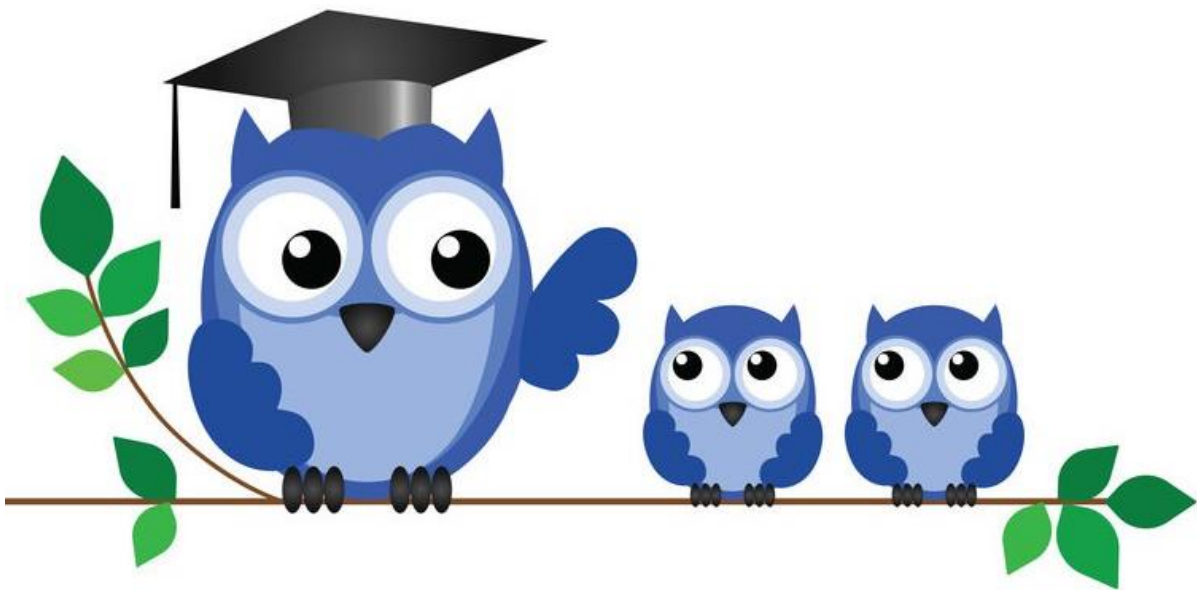


There are some important health and safety risks to be aware of on all allotments. Many hazards exist on the site and it is the duty of users to understand these, be prepared in the event of an accident and know what to do if an accident occurs.

If a plot holder becomes aware of any breach of these guidelines by another tenant, their friends, family or associates, or a contractor, or of any hazardous practices or hazardous part of the allotments, please inform the Committee immediately in person, by letter posted through the Meeting Hut Post Box, or by emailing [wiselaneallotments@gmail.com](mailto:wiselaneallotments@gmail.com).

The Committee reserves the right to remove and dispose of any personal property on the allotments at any time, if in the Committee's opinion, damage could be caused to others.

## *Our Guidelines*



The following guidelines are to be observed by all plot holders and/or any persons on our site:

1. Children under the age of 16 are not permitted to use or visit our allotment site without the supervision of an adult who shall take full responsibility for the actions of the child(ren) whilst they are on the site.
2. The allotment site is not an adventure playground. Do not allow children to climb trees, plant supports or buildings. Do not allow children to play in any body of water on the site.
3. If you have a pond, open water butt or other expanse of water on your plot, always keep an eye on any children. Children find these fascinating and can easily topple in by accident. The same caution applies for the open water tanks at water stations distributed across the site.

4. No holes or excavations are to be dug on plots or adjacent land other than for normal practice of cultivation. Holes intended for drainage or collection of rainwater are not permitted.
5. Whilst using the allotments, tools and equipment must be kept in a tidy manner. Never leave tools where someone may trip over them and never leave pronged tools with their prongs pointing upwards.
6. Pesticides and fertilisers are permitted only if marked suitable for home use and must only be used according to manufacturer's instructions. The use of chemical weed killer is strongly discouraged.
7. It may on occasion be necessary for the Committee to employ contractors to maintain the allotments. Plot holders must exercise due care and attention on these occasions, stay well away from the works and must cause no obstruction or delay to the contractor.
8. No structures are to be erected on the allotments without the consent in writing of the Committee.
9. It is not advisable to use ladders as allotment ground is rarely sufficiently level.
10. Do not interfere with any fencing installed by the Committee on the allotments or access paths and report to the Committee immediately any interference or damage.
11. Do not interfere with the water supply to any allotment except to turn off a stopcock during winter (with the permission of the Committee, the Chair, or the Site Manager) or in an emergency.
12. Non-hand-held watering devices such as sprinklers and irrigation systems connected to water taps are not to be used on the allotments. Do not leave hosepipes connected to water taps when not in use. Do not leave hosepipes lying carelessly across footpaths.
13. Before you start a potentially dangerous job (e.g. carrying heavy items or using a power tool), stop and think about how you might hurt yourself or others on the site. If there is a safer way to undertake the work, do so. All risk cannot be eliminated but take any action to reduce the risks such as wearing appropriate safety equipment and warning other users in advance of what you are doing and to stay clear.
14. Do not undertake potentially dangerous work on your own or when neighbouring gardeners are not about (but make sure they are a safe distance away).

15. If you choose to use communal equipment made available to tenants by the Society, you do so at your own risk. Please act responsibly and wear safety gear as necessary.
16. Do not do too much work in one go, have regular rests, and never carry out dangerous jobs when you are tired, as this is often when accidents can happen.
17. Clean and protect all cuts with waterproof plasters. **A First Aid Kit for communal used is stored in the metal tank beside the first plot to the left of the double gates at the front of the site.**
18. Wash hands after any gardening activity and before eating or handling food.
19. Wear gardening gloves to protect your hands, although remember never to wear a glove on your hand which is holding a swinging tool. This will help prevent the tool from accidentally slipping out of your grasp.
20. There may be rusty nails, jagged wood, rusty metal, broken glass or rubble on the site, so always wear appropriate gardening or protective footwear, ideally with a thick sole and hardened toe to prevent injury from standing on anything sharp or dropping something heavy on your toes.
21. Keep paths clear of algae as these can become slippery when wet. Some paths are uneven, so please take care when accessing the site and plots. Report any slippery or uneven paths to the Committee or Site Manager.
22. Keep paths trimmed and clear of long/tall weeds as they may constitute a trip hazard. Report any poorly maintained paths to the Committee or Site Manager.
23. Let a friend know when you are going to be working on the allotments and for roughly how long.
24. It is a good idea to carry a mobile phone with you. Make sure you know how to describe where your site is. For the emergency services, anyone in trouble could be hard to find amongst the maze of vegetation and garden buildings.
25. Know some basic first aid and have a have your own First Aid Kit, if possible. Make sure it is kept clean and up to date. **The Society's First Aid Kit is kept in the metal tank beside the first plot to the left of the double gates at the front of the site**
26. If you find yourself in trouble, shout for help. If you are in serious trouble and no one is there to help, use your mobile phone if you have one and call 999. You will need to be able to direct the emergency services to where you are on the allotments site.

**Our address is: Moorlands Avenue, off Brookfield Crescent, Mill Hill, London NW7.**

If you are unsure of directions call the Chair on 07930372852 or a fellow member and tell them what has happened and where you are. They can then help and direct the emergency services to you. If someone is with you and they can get help, arrange for someone to meet the emergency services at the entrance gate to the site. They can then unlock any gates and direct the emergency services to you much more quickly once they have arrived at the site.

27. If you can talk to the emergency services tell them as much as possible about what has happened as this can save time when they arrive at the scene. Keep yourself warm. Do not panic and try to keep calm.
28. Finally, if you have any concerns about your health, let your General Practitioner (Doctor) know that you will be working an allotment and take their advice in respect of any suitable safety measures (e.g. Tetanus or other relevant vaccinations).
29. Even if you do not have any health concerns, it is worth considering having the Tetanus vaccination.



***Enjoy!***



# The Wise Lane Allotment Society Compliance Process

## Plot Inspections

General plot inspections are carried out by a designated officer of the Committee, the Compliance Lead, twice a year.

The Committee may also conduct ad-hoc 'spot' inspections at any time throughout the year, in response to an observation, complaint, comment, or feedback from a member of the Society, and are often related to a specific plot or tenant.

During an inspection, a tenant's plot and practice are assessed against the requirements of the Terms and Conditions.

If areas of concern or breaches are found on a plot, the tenant will be issued an **Inspection Notification**.

## Inspection Notifications and How to Respond if You Receive One

Following an inspection, the WLASG Committee may issue 6 types of notices, namely:

1. Weed Notice
2. Cultivation Notice
3. Waste Notice
4. Structural Notice
5. Major Contravention Notice
6. General Notice

### I have received a notice – why, and what action should I take?

Our Inspection and Notification processes are in place to support a safe and sustainable environment where all members can pursue their horticultural ambitions and enjoy the benefits that membership of the Society brings.

We aim to operate these processes fairly and objectively, and with an emphasis on working with members to resolve any issues amicably.

If you receive a notice, it would be advisable to contact the Compliance Lead well in advance of the reinspection date advised in that notice. They'll be able to explain the notice in more detail and provide advise/support on lasting remedial action.

#### ***If you believe that:***

- ***the notice has been unfairly issued, or***
- ***the issue was not dealt with properly, or***
- ***you have grounds to challenge the outcome***

***please register a formal complaint in writing to [wiselaneallotments@gmail.com](mailto:wiselaneallotments@gmail.com)***

Most notices are likely to be issued for poor cultivation or weed infestation, but they can also be issued for overgrown or exceeded boundaries, dangerous or illegal structures, as well as for having excessive waste and/or clutter on your plot. You will need to deal with the issues identified before the earliest reinspection date on the notice in order to pass it.

### Weed and Cultivation Notices –what's the difference?

A **Weed Notice** relates to weed infestation on a plot. The notice will state the reasons why you are assessed to be failing to control weeds on your plot. Usually a weed notice is best responded to by simply tidying your plot and ensuring all bed areas are dug over before the reinspection.

A **Cultivation Notice** relates to the percentage of the plot you are cultivating. The notice will highlight the reason(s) it has been assessed that you are not cultivating your plot in line with allotment rules. Cultivation Notices can be issued due to overgrown and non-cropped bed areas – including bramble-infested areas.

In order to avoid a cultivation notice, you need to be cultivating **at least 50%** of your allotment area. However just cutting back weeds or covering beds with weed- suppressing material will not be enough to pass inspection.

Please Note: Of the two types of notices, the Cultivation Notice will tend to require more work to put right. However, both Weed, and Cultivation Notices can lead to the termination of your tenancy.

### **Waste Notice**

Tenants often bring building materials or green waste from their home or work onto the allotment. Where this is in breach of rules and results in a Waste Notice. Any amount of non-allotment green waste will result in a waste notice and any materials brought onto the allotment that is not being used to cultivate crops will also be liable to a waste notice.

If you receive a Waste Notice, the Committee will expect you to remove all the materials that are not being used for cultivation from the plot. Problem materials include broken glass or glass windows or frames, unused plastic materials (including play equipment) furniture, metal waste, illegal structures, or any painted wood or MDF.

Any organic material that is causing a health risk will result in a Waste Notice.

### **Structural Notice**

Tenants who erect oversized structures that exceed the 20% of total plot area rule, or in any way breach the Terms and Conditions that relate to structures, will receive a Structural Notice.

If you receive a Structural Notice, the Committee will expect you to dismantle and remove from the site, all structures identified in the notice within the timescale advised.

### **Major Contravention Notice**

Tenants who contravene the Allotments Acts may be issued a Major Contravention Notice.

This is expected to be a rare occurrence, but a serious one.

An example of a major contravention is the operation of a venture that generates income for the tenant and their associates/friends/family, regardless of how that income is disbursed.

A tenant who operates or allows to be operated a commercial venture of any kind at the allotments, does so in breach of the Allotments Acts. This is an illegal offence.



A Major Contravention Notice is serious, and remains active until the issue is resolved, or the member's tenancy is terminated for Serious Misconduct/Unacceptable Behaviour.

If you receive a Major Contravention Notice, you will be required to cease all related activity immediately, dismantle the operation, remove all related items, including stock, from the site, and permanently desist from the illegal activity.

*Tenants are strongly advised to contact the Compliance Lead without delay if they receive a Major Contravention Notice but please note that depending on the circumstances, it may well be a case of one strike and you are out, without the need for the committee to take the 'two written warnings' approach that applies to lesser offences.*

### **General Notice**

A General Notice may be issued in relation to any breach of the Society's Terms and Conditions. It may cover matters such as specific breaches of the Code of Conduct, Serious Misconduct and Unacceptable Behaviour.

A General Notice is also a catch-all notice, that allows the Committee to begin respond to 'grey areas' and issues that may not be explicitly defined in the Terms & Conditions at the time action is required. It reasonably gives the committee a holding position in exceptional circumstances, as it formulates a response to the issue.

The Terms and Conditions have recently been updated and are fairly comprehensive. As the world keeps moving, new, previously unthought of issues that require a response, may arise. That's where the catch-all application of the notice would come in.

Tenants rights are not affected when a catch all General Notice is issued. The notice does not give the committee the licence to inappropriately and unfairly retroactively apply any new rules, or to apply and/or enforce them without due process.

### **When will I be re-inspected and how does this process work?**

Re-inspections are undertaken no earlier than 28 days from the date printed on the letter, but at any time up to 3 calendar months after the notice date if the issues raised relate to cultivation or weed infestation.

If you have a notice relating to any other misuse of plot, say for waste materials, or having over-sized structures or oversized or poorly maintained flock of hens or cockerels, then that notice remains active until the issue is resolved.

A Major Contravention Notice remains active until the issue is resolved, or the member's tenancy is terminated for Serious Misconduct/Unacceptable Behaviour.

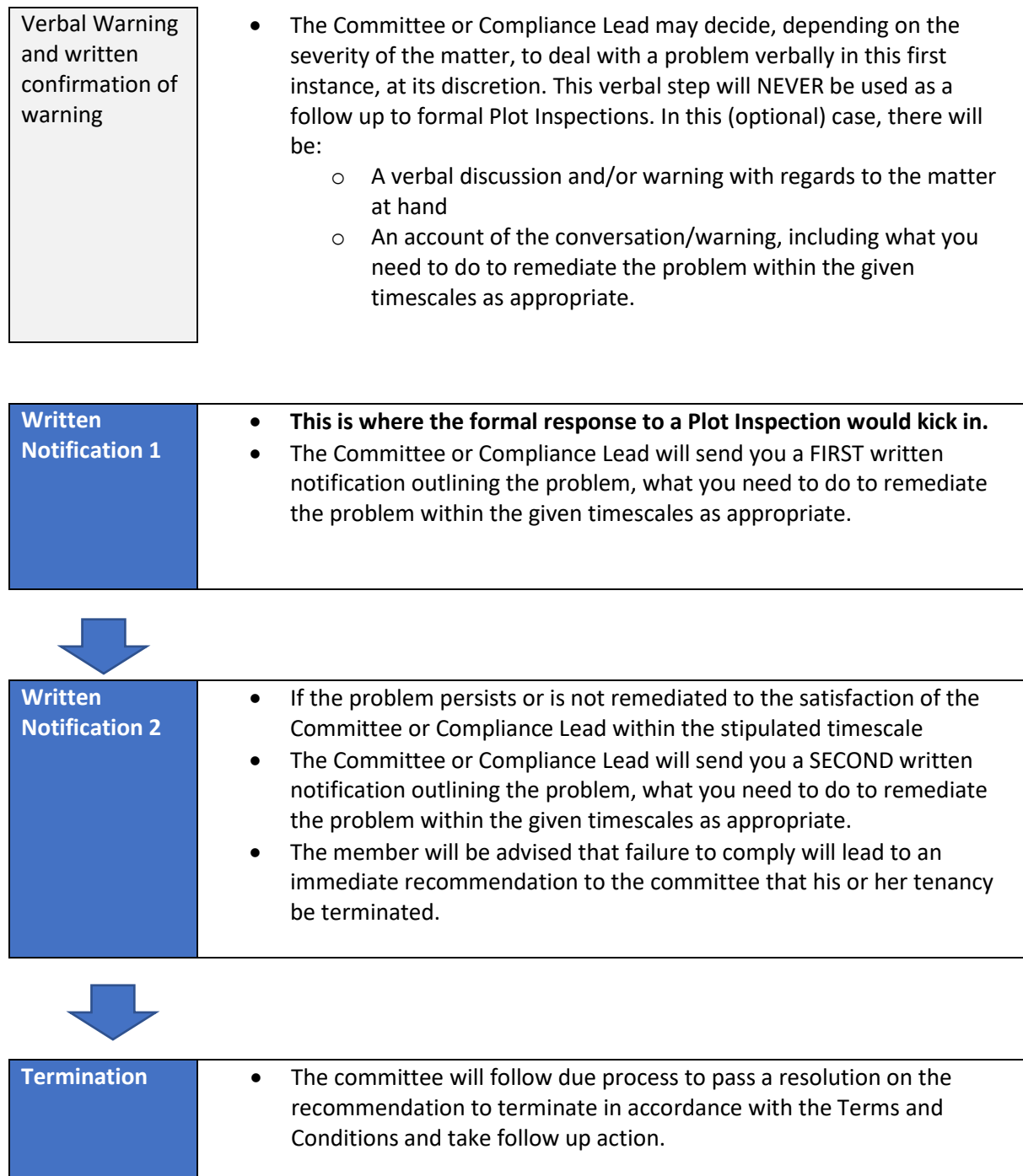
Normally the officer carrying out the re-inspection will expect to see a considerable improvement. If this is the case but you are still not in line with allotment rules then you may receive a second notice; however if your initial rule breach was serious and on re- inspection you have taken no noticeable action then your tenancy may be ended at the first re-inspection.

Ideally a tenant will respond swiftly to a notice, as the longer an issue like weed infestation or poor cultivation is left, the harder it gets to put it right. Strimming and tidying the plot once to reduce overgrown vegetation is not sufficient to be viewed as the required 'considerable improvement' and could result in a second notice being issued, although not termination, on re-inspection.

**Failure to pass re-inspection following the issue of a second notice may result in termination.**

**Please Note: The Committee will not allow a 'revolving door' to develop with the infinitesimally small proportion of members who are, have been or have the potential to become 'habitual breachers', whether it involves the same breach, a similar breach, or an altogether different breach. At some point, as determined by the committee, and at its discretion, such a cycle would be deemed to be 'Unacceptable Behaviour', and the highest sanction(s) will be applied accordingly. There will be no 'cat and mouse' games.**

Below are the key steps of the sanctions process, which includes an optional initial verbal step. Please note that the Terms and Conditions contain provision to take strong action, including immediate exclusion, and termination with one month's notice, in the most serious cases.



## **FAQs**

**Q:** I have received a Notice but I am struggling to keep up with the work and I'm afraid I might lose my plot, what action should I take?

**A:** If you have a FULL plot then you could consider having your plot split. A HALF plot is ample for growing crops and is often more manageable for time-poor allotment growers.

**Q:** I received a Notice but I am unable to take action because I have been ill or have other mitigating personal reasons. What can I do to avoid failing my follow-up inspection and having my tenancy terminated?

**A:** Firstly, you need to inform the Compliance Lead well in advance of the expiry date on the notice. In exceptional circumstances, such as a medical condition or family bereavement, the tenant may be allowed extra time to resolve the issues. If you need more time to move large quantities of materials, such as those identified in a Waste Notice, then extra time can be arranged to allow you to remove waste, but this must be by agreement.



# The Wise Lane Allotment Society Complaints Process

## **What is a complaint?**

“A complaint is any expression of dissatisfaction about the actions or omissions of the Society or its members that requires a response.”

## **Who can make a complaint?**

Anyone can make a complaint to the Society – members and their associates, friends and family, as well as third parties such as contractors.

## **Who do I complain to?**

The WLASG Committee has a dedicated Complaints Lead who is responsible for ensuring that complaints made to the Society are properly dealt with.

Please make all complaints to the serving Complaints Lead. This is currently Lola (Chair).

Written complaints are preferred but you may make a verbal complaint in person or by telephone.

## **Does this include a complaint I have about a member?**

Yes. The Complaints Lead can investigate complaints about members.

## **Advice on complaints about fellow members**

First things first. Allotment societies are microcosms of wider society, with all its highs and lows. Most members will develop and sustain cordial relationships with each other over time. While it would be nice, it is not realistic to expect that we’ll all become friends. What the Society does expect, and demand, is that we adhere to the Terms and Conditions, and the Code of Conduct therein.

Naturally, things may and do go wrong.

If a small problem arises, it is often best to speak to the member involved yourself.

It may well be that the 'offender' has no idea that he/she has done anything wrong. For this reason, it would be advisable to have a conversation with the person in a mature (if you can manage it), non-threatening (if not friendly) manner, listen to what they have to say, state your position, and hopefully that would be the end of it.

If this approach fails and the member does not remedy the problem, or offending persists, or even if the situation did not lend itself to 'friendly' dialogue in the first place, the Complaints Lead may be able to step in, in response to a Formal Complaint from you. This will involve you putting your complaint in writing for the Complaints Lead to consider whether and how their intervention could help resolve the problem.

***\*\*\*\*In situations where an 'offender' is not known, the Complaints Officer may be able to issue a General Notice concerning the matter to ALL members.\*\*\*\*\****

### **Making a Formal Complaint**

The Complaints Lead is empowered to investigate Formal Complaints impartially, objectively, and expeditiously on behalf of the committee. The Complaints Lead may also select a neutral person to carry out an investigation and will involve other committee members in the resolution as necessary.

All complaints, whether they be about a member, an aspect of WLASG management, or any other matter concerning the Society, are dealt with using the Complaints Process below.

#### **Make your complaint**

- To make a Formal Complaint please send details of the matter in writing to the Complaints Lead by email to **wiselaneallotments@gmail.com** or posting by hand through the Meeting Hut Post Box.

Please provide as much information about the matter as possible, including any evidence you have. If the matter is very urgent, please state so and tell us why.

- While written complaints are preferred, you may make a complaint in person or by telephone.
- In the event that you make complaint is made in person or by telephone, a summary of the complaint will be sent to you by email for comment or agreement before any further action is taken. This is to ensure that there is a clear record of the individual's concerns so that relevant enquiries can be made.

|  |   |
|--|---|
|  | <ul style="list-style-type: none"> <li>You will receive acknowledgement (by letter or email) of your complaint plus information about next steps and contact details <b>within 36 hours</b>.</li> <li>If you do not receive an acknowledgement, please contact the Complaints Lead again directly.</li> </ul> |
|--|---|

From this point onwards, all communications (updates, requests for further information etc) from the Complaints Officer with regards to the matter, will be via letter, email or witnessed face to face conversation.

### How will the Complaints Lead deal with my complaint?

We operate a 2-stage process for handling complaints.

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| <h4>Stage 1</h4> | <ul style="list-style-type: none"> <li>We'll carry out a proportionate investigation into your complaint.</li> <li>Once complete, we will respond to you in writing (by letter or email) <b>within 30 working days</b> of acknowledging receipt of the complaint.</li> <li><b>This will be the end of the process if you are satisfied with the outcome</b>, and that overall, we handled your complaint fairly and within the stipulated timescales.</li> </ul> |
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| <h4>Stage 2</h4> | <ul style="list-style-type: none"> <li>If you are dissatisfied with all or part of the Stage 1 response to your complaint, you may request a review of that response.</li> <li>To do so, please contact the Complaints Lead in writing, within the time scale indicated in the Stage 1 response, requesting a review. This is where the Stage 2 process kicks in.</li> <li></li> <li>You will receive a written acknowledgment of the receipt of your request plus contact information within 36 hours.</li> <li>You will have the opportunity to submit any new information you have for consideration.</li> <li>The Stage 2 review will be carried out by a nominated person or persons without any involvement in the previous decision on the complaint.</li> </ul> |
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- We will send you a FINAL written decision (by letter or email) **within 40 working days** of acknowledging receipt of your request for a review.
- **This is where our internal process ends.**

The committee has a responsibility to treat the complainant and the subject of a complaint fairly, with the presumption of innocence until proven otherwise. Without firm and specific evidence of wrongdoing, it may be difficult for the committee to act.

The committee may decide not to investigate a complaint if it considers there is no or insufficient evidence that the complainant has been significantly affected by the matter complained about. Any such decision will be communicated to the complainant with reasons.

Except in cases that that pose an unacceptable risk of harm to the complainant or other parties, it may be necessary for a complainant to 'put their head above the parapet' and be ready to participate in mediated conversations with the 'offender', in order to resolve the matter satisfactorily.

The committee may decline a request for a Stage 2 review for good reason including because:

- You have not provided any new evidence;
- The points you raised were considered in the Stage One investigation; or
- The points you raised would not lead to a change in the outcome of that investigation.

### **Still unhappy?**

In our final response to your complaint we will advise that you have the right to complain to Barnet Council if you remain dissatisfied with our response. Barnet Council will then consider the complaint at Stage 3 of its own corporate Customer Complaints procedure which can be accessed via their website.

If you are dissatisfied with the response you get from Barnet Council, you may seek redress from the Local Government Ombudsman via their website.

### **IMPORTANT NOTES**

- (A) Members are responsible for the actions of their friends, family and associates. If you have a complaint about a member's friends, family or associate, it may be worthwhile speaking to the member about the problem in the first instance.



- (B) If a person needs support to make a complaint and wishes to use someone to represent them, this will be permitted provided that the person affected by the matter complained about has given their genuine consent. The committee may however refuse to communicate with a person claiming to act as a representative if it considers the person affected is unable to give such consent or there is an apparent conflict of interest.
- (C) If the committee considers the subject matter of the complaint is not for the Society to deal with, the complainant will be told in writing at the earliest opportunity.
- (D) At any stage of the complaints process, the committee may decide to end its involvement in the investigation of a complaint on the grounds of the complainant's unreasonable behaviour such as deliberately repetitious, disruptive, abusive or offensive conduct.
- (E) If the committee considers a complaint it has received from a third party does not relate to any of its powers or responsibilities but raises issues for which Barnet Council may be responsible, it will inform the complainant accordingly and advise the complainant to complain under the Council's corporate complaints procedure or, with the complainant's consent, refer the complaint directly to the Council.
- (F) If the committee considers that a complaint it receives relates in part to its own actions or decisions and in part also to the Barnet Council's exercise of its own administrative functions, the society and the Council (through its Corporate Customer Complaints Officer) will discuss and agree who will take the lead in investigating and responding to the complainant. The objective will be, as far as is reasonably practicable, to achieve a single agreed response to the whole of the complainant's concerns.
- (G) If the committee considers that a complaint it receives raises serious or complex issues that it does not have the resources or expertise to investigate, the society may:
- First, seek advice and support from the BAF or another appropriate body such as the National Allotment Society;
  - Second, with the agreement of the complainant, refer the matter to an agreed mediator in order to find a practical resolution of the issues complained about to the satisfaction of all parties; and
  - Third, if such mediation fails to resolve the matter or is declined, discuss with Barnet Council's Corporate Customer Complaints Manager the option of the Council carrying out the investigation of the complaint under its procedures and, if this is agreed, either inform the complainant to refer the matter to the Council

or, with the complainant's consent, refer it directly to the Council for consideration.

(H) If the complainant has exhausted the WLASG's complaints procedure but remains dissatisfied and complains to the Council, or if the committee has unreasonably failed to complete its consideration of the complaint within 80 working days from acknowledgement of its receipt, Barnet Council will consider and investigate the matter under Stage 3 of its corporate customer complaints procedure.