



ROYAL SUTTON COLDFIELD
T O W N C O U N C I L

----- day of -----20-----

ALLOTMENT MANAGEMENT AGREEMENT

between

ROYAL SUTTON COLDFIELD TOWN COUNCIL

and

THE COMMITTEE OF THE

NAME OF ALLOTMENT GARDENS ASSOCIATION

THIS AGREEMENT is dated the **XX day of MONTH 202**

PARTIES

1. ROYAL SUTTON COLDFIELD TOWN COUNCIL ("the Council") of the AFE Business Centre, 62 Anchorage Road, Sutton Coldfield, B74 2PG; and
2. THE COMMITTEE OF THE **NAME OF ALLOTMENT GARDENS** ASSOCIATION ("the Association") of
FULL ADDRESS

INTRODUCTION

1. The Committee has been duly authorised and appointed by the Association to enter into this Agreement on behalf of the Association.
2. The Council owns the land shown edged red on the Plan which is divided into Allotments some of which have been let to members of the Association for cultivation.
3. By section 29 of the Small Holdings and Allotments Act 1908 the Council is entitled to appoint an Officer to assist in the management of Allotments.
4. The names and addresses of the members of the current Committee are set out in Schedule 1.
5. It has been agreed that the Allotments shall be controlled and managed by the Association on behalf the Council on the terms set out in this Agreement.

AGREED TERMS:

1. DEFINITIONS

In this Agreement the following words and expressions are to have the following meanings unless the context requires otherwise: -

- 1.1. In these rules the following words and expressions are to have the following meanings unless the context requires otherwise:

Allotment Act	Small Holdings and Allotments Act 1908
Allotment Rules	Rules made by the Council under Section 28 of the Allotment Act as amended by the Council from time to time. A copy of the current rules is set out in Schedule 2.
Allotments	Allotments on the Site as identified on the Plan
Committee	The members of the Association who according to its constitution are responsible for managing its affairs
Income Return	The form specified by the Council setting out the rents collected by the Association
Management Committee	Those members and officers of the Committee appointed to undertake functions under this Agreement
Management Fee	The fee payable by the Council to the Association in accordance with clause 5.16 and Schedule 4
Officer	Officer of Royal Sutton Coldfield Town Council appointed to assist in the management of Allotments
Plan	The plan annexed to this Agreement which is for identification purposes only
Rents	Rents payable by Tenants under the Tenancy Agreements
RSCAA	The Royal Sutton Coldfield Allotments Association
Site	The Allotment site shown edged red on the Plan
Sutton Coldfield Allotments Consultative Forum	The joint group formed of representatives of the Council and representatives of the RSCAA through which consultation on Allotment management matters is conducted
Tenancy	The letting of a designated Allotment under a Tenancy Agreement between the Council and the Tenant

Tenancy Agreement	The form issued by the Council creating a Tenancy between the Council and the Tenant
Tenant	A person to whom an Allotment on the Site has been let

- 1.2. References to statutory provisions include all subsequent legislation amending replacing or relating to them.
- 1.3. Reference to clauses, sub-clauses and Schedules are to clauses and sub-clauses of, or to, this Agreement.
- 1.4. The Schedules form part of this Agreement.
- 1.5. Unless the context otherwise requires words denoting the singular shall include the plural and vice versa.
- 1.6. The headings to this Agreement are not to affect its construction or interpretation.

2. ALLOTMENT MANAGER

- 2.1. The Council appoints the Association to manage the Site and the Association agrees to manage the Site on the terms set out in this Agreement.

3. ASSIGNMENT

- 3.1. The Association shall not assign or novate this Agreement.

4. OBLIGATIONS OF THE ASSOCIATION

Rents

- 4.1. The Association shall use its best endeavors to collect all Rents and penalties due and payable in respect of the Allotments. The Association shall submit payment of the amounts due to the Council at regular intervals but in any event no later than 1 month after collection or as otherwise specified by the Council in writing.
- 4.2. The Association shall seek to collect the Rent due from each Tenant on its register promptly and efficiently by the date the Council sets or the due date and shall pass a copy of the Rent receipt for each Tenant and Income Return form to the Council at regular intervals.
- 4.3. The amounts of the Rents are to be set by the Council and advised to the Association.
- 4.4. The Association shall issue only official receipts to Tenants for Rent collected by them and such receipts where properly issued shall be accepted by the Council as evidence of payment of Rent.
- 4.5. The Association may not delegate the collection of Rents or the maintenance of the register under sub-clauses 4.1-4.4 to anyone other than a Committee member.
- 4.6. Those members of the Management Committee engaged in the collection of Rent and letting of Allotments shall, where required, receive appropriate training before undertaking those functions. Further provisions in this regard are set out in Schedule 6

Financial Management

- 4.7 The Association shall observe and apply the requirements set out in this Agreement and particularly Schedules 5, 6 and 7 in carrying out its financial management responsibilities.
- 4.8 If the Association is wound up any sum due to the Council in respect of Rents already collected is to be a first charge on the assets of the Association.

Letting of Allotments

- 4.9 The Association shall act as the agent of the Council in letting the Allotments and in the management of the Site in accordance with the Council's Allotment Rules and on the basis of the Tenancy Agreements. A Tenancy Agreement shall be completed when it is signed by both the Tenant and the Council.
- 4.10 The Association shall arrange for each new Tenant to complete a Tenancy Agreement and to be given a copy of the Council's current Allotment Rules. A Tenancy Agreement must also be completed for a change of Allotment or where the designation of an Allotment changes.
- 4.11 When letting Tenancies for vacant Allotments, the Association shall not discriminate (as defined by the Equality Act 2010) between applicants on the basis that an individual possesses a single protected characteristic or a combination of protected characteristics which include gender, sexual orientation, gender reassignment, pregnancy and maternity, marital status, race, ethnic origin, religion or belief, disability, or age and shall observe the Allotment Rules.
- 4.12 No person may access an Allotment until a Tenancy Agreement has been completed.
- 4.13 The Association shall not let an Allotment to any person in respect of whom the Council has notified the Association that an Allotment is not to be let.
- 4.14 The Association shall keep an up-to-date register of the names and addresses of all Tenants containing a record of all Rent payments by each Tenant and this record must be available for inspection by the Council at any reasonable time by arrangement with the Association. Personal information must be managed in accordance with the Data Protection Act 2018.
- 4.15 The Association shall take all responsible measures to let Allotments which become vacant as soon as possible.

Repairs and maintenance

- 4.16. The Association shall carry out all maintenance required as set out in Schedule 3 as soon as possible to the extent of the funds available to it for such repairs. In the event of emergency or major repairs being required the Association may submit an application for funding to the Council.

Allotment Rules

- 4.17. The Association shall use its best endeavours to ensure Tenants observe the Allotment Rules and the lawful instructions of the Officer.
- 4.18. The Association may not vary or waive any of the Allotment Rules.
- 4.19. The Association shall use all reasonable endeavours to ensure that it does nothing to create a situation whereby compensation may be payable to a Tenant.

Allotment Cultivation

- 4.20. The Association shall monitor the standard of Allotment cultivation and where necessary shall issue a letter to Tenants stating that they are in breach of the cultivation rules of their Tenancy Agreement (detailing exactly where they are failing, e.g. not enough of the Allotment dug over ready for planting, too many weeds, etc.). The Tenant should respond within 14 days with either mitigating circumstances that explain the poor cultivation and/or an action plan that sets out how the Tenant intends to remedy the cultivation. If after the mitigating circumstances have passed the cultivation is still poor, or the action plan hasn't been followed or the Association receives no response to the first letter, a final warning letter shall be sent. The final warning letter should set out exactly what is expected of the Tenant and should set a reasonable time limit for the works to be completed. The final warning letter should also state that if the Tenant fails to complete these expected works, then a notice to quit may be served. If the time required in the final warning letter has passed and the Tenant has failed to sufficiently bring their Allotment up to a reasonable level of cultivation, then the Association may ask the Council to issue a notice to quit.
- 4.21. The Association may issue a letter of intent to inspect Allotments between 1 October and the end of February and carry out reviews from April.
- 4.22. In carrying out inspections required under sub-clauses 4.20, only members appointed by the Management Committee and accompanied by a Management Committee officer may enter a Tenant's Allotment to carry out this function.

Complaints and disputes

- 4.23. The Association shall apply the Allotment Rules and carry out the investigation of any complaint or dispute involving Tenants. Assistance may be sought from locally appointed advisers who may advise or mediate in such matters. Guidance is provided in Schedule 8.
- 4.24. After considering breaches of the Allotment Rules the Association may recommend that the Tenancy be terminated but only after a meeting of the Management Committee. Any recommendation is to be submitted together with evidence to the Council but shall not be binding on the Council. The Council shall provide the Association with a written explanation where it does not agree to uphold the Association's recommendation.

Grounds Maintenance

- 4.25. The Association shall regularly inspect the execution of horticultural maintenance carried out by the Council's service providers and shall submit a report at the end of the relevant period to the Officer on a form provided by the Council.

General

- 4.26. The Association shall maintain an accident book for the Site.
- 4.27. The Association shall settle all bills received from utility providers for water, gas or electrical services.
- 4.28. The Association shall use its reasonable endeavours to monitor and minimise leakage from water supplies and inform the Council of underground leaks requiring repair. Where the Association subsequently obtains a leakage allowance from the water supplier, this shall be repaid to the Council on receipt, if supplementary funding has been made available under Schedule 3.
- 4.29. The Management Committee shall be responsible for monitoring health and safety on the Site in accordance with clause 14.
- 4.30. The Association shall provide a copy of its constitution if requested by the Council and any subsequent amendments made there to.

5. OBLIGATIONS OF THE COUNCIL

The Council or its appointed agents or contractors shall:

- 5.1. Be responsible for the strategic management of the Site and the Tenants, the application of the Allotment Act and the Allotment Rules and the provision of guidance to the Management Committee.
- 5.2. Make any final decision in respect of disputes and complaints provided that the Association has carried out its obligations under this Agreement. Any decision by the Council shall be binding on all parties.
- 5.3. Provide relevant data to allow the Association to carry out its responsibilities under this Agreement.
- 5.4. Carry out an annual risk assessment of the Site and inform the Association of any risk assessment made and of any relevant recommendations.
- 5.5. Carry out statutory inspections of electricity and, where appropriate, gas services and fire extinguishers on the Site but not appliances for which the Association is responsible.
- 5.6. Undertake or pay for emergency or major repairs subject to the availability of funding and consideration of other maintenance priorities. The Officer shall inform the Association in writing if repairs requested by the Association cannot be undertaken.
- 5.7. Maintain fire insurance for any buildings on the Site that are owned by the Council.
- 5.8. Inform the Association of any warnings or notices to quit issued by the Council.
- 5.9. Issue notices to quit where Rent has not been paid within the period permitted for settlement and advise the Association where payment has been made direct to the Council.

- 5.10 Provide regular health and safety training to the Committee under clause 14 of this Agreement.
- 5.11. Consider any recommendations for the issue of warnings or notices to quit received after due investigation by the Association and to inform the Association in writing of the reason for not upholding any recommendation.
- 5.12. Oversee the performance of its horticultural service providers on the basis of reports submitted by Associations under clause 4.25 above and advise the Association of any remedial action taken.
- 5.13. Provide an official accident book for the Site if this has not already been supplied to the Association.
- 5.14. Provide reasonable training in administrative procedures necessary to fulfil the Association's obligations under this Agreement.
- 5.15. Provide temporary supplementary funding to meet additional charges arising from proven water leakage (subject to clause 4.28 and Schedule 3).
- 5.16. The Council shall pay the Management Fee to the Association in accordance with Schedule 4.

6. RECORDS

- 6.1. The Association must maintain proper accounting records of all receipts and payments and provide an annual statement of income and expenditure to the end of the Association's financial year in each year in the form set out in Schedule 7.
- 6.2. Receipts and invoices for any charges assigned to these accounts shall be open to inspection by the Council at any reasonable time and on reasonable notice.

7. INSURANCE AND INDEMNITY

- 7.1. The Association agrees to indemnify the Council in respect of all claims damages charges and costs which arise out of or in consequence of the exercise of its management responsibilities under this Agreement.
- 7.2. Public Liability insurance providing cover up to £10m shall be obtained on behalf of the Association in respect of its liabilities under this Agreement and the cost of premiums shall be met by the Council. Such insurance shall cover public liability (including events), member to member liability, member's personal liability, employer's liability and landlord's indemnity. It shall not cover the Association's own liabilities in relation to its own activities or risks (e.g., cash loss, property or equipment that it owns).

8. INCOME & EXPENDITURE ACCOUNT

- 8.1. The Association may use the Management Fee to meet the costs of the following:
 - a) repairs and maintenance within the terms set out in Schedule 3;
 - b) horticultural maintenance where agreed by the Council;
 - c) all charges for water and sewerage services.
- 8.2. Subject to funds being available the Association shall comply with any written request from the Council to carry out repairs which it can reasonably be expected to carry out.

9. TERMINATION OF TENANCIES

- 9.1. The Council reserves the right to terminate any of the Allotment tenancies by notice to quit and to exercise all other powers and remedies conferred upon it by the Allotment Act or by the Allotment Rules.

10. COUNCIL STRUCTURES

- 10.1 This clause applies only where the Council makes a shed, chalet or pavilion ("Council Structure") available to the Association for use in conjunction with the management of the Site.
- 10.2 The Association shall be entitled to occupy and use the Council Structure on the basis of a licence from the Council which does not give the Association the right to exclusive possession of the Council Structure and which may be terminated by the Council at any time.
- 10.3. The Association shall pay and discharge any gas and electric charges (including standing charges) which may be payable from time to time in respect of the Council Structure and shall indemnify the Council against any liability for such items.
- 10.4. The Association agrees:
- 10.4.1 not to purport to assign, underlet or share possession of the whole or part of the Council Structure;
 - 10.4.2 not to pull down, carry out works, alter or add to the Council Structure without the prior written permission of the Council;
 - 10.4.3 not to use the Council Structure for any illegal or immoral purpose or to do or allow anything to be done to the Council Structure which may be a nuisance to the Council, Tenants or the owners or occupiers of neighbouring premises;
 - 10.4.4 not to manufacture, supply or sell any intoxicating liquors from the Council Structure and to ensure that social consumption does not cause a nuisance to others;
 - 10.4.5 not to carry on any trade or business from the Council Structure other than the purchase and sale of requisites as provided for under Section 49 of the Act to members of the Association for use in connection with cultivation of the Allotments on the Site;
 - 10.4.6 not to store any vehicles in the Council Structure;
 - 10.4.7 not to store any inflammable materials including petrol, oil fuel or lubricants in the Council Structure;
 - 10.4.8 to place all materials in the Council Structure in such a way as to allow air circulation to the inside walls of the Council Structure to minimise the possibility of rot;
 - 10.4.9 not to place, bring or store anything in the Council Structure which does not belong to the Association or its members;
 - 10.4.10 to ensure the Council Structure is always locked and secure when not in use;
 - 10.4.11 to allow the Council and its officers to exercise its rights to enter the Council Structure at any reasonable time by arrangement with the Association except in the case of emergency;

10.4.12 to use the Council Structure only for the purposes of the Association and to use it solely in connection with the cultivation of the Allotments and for the benefit of Tenants;

10.4.13 to indemnify the Council against all liability costs and damages arising out of or in connection with the use of the Council Structure by the Association to the extent that the Council does not receive the proceeds of an insurance policy on the Council Structure towards such liability costs or damages and with the intent that the Association's liability shall not exceed its assets at the date of any' incident leading to liability under this clause; and

10.4.14 to vacate the Council Structure on request by the Council and to remove all items placed in it belonging to the Association or its members and any other items the Association has allowed to be placed in the Council Structure.

- 10.5. On termination of the Association's licence to occupy the Council Structure the Council may remove and (at the cost of the Association) deliver to any of the Association's Officers any items left in it 30 days after the date by which the Association had been requested to give up occupation.
- 10.6 The Council shall insure the Council Structure against damage or loss through fire and shall be responsible for the maintenance of the Council Structure insofar as funds allow. If the Council Structure is damaged or destroyed the Council shall not be obliged to repair or replace it.

11. SUBSTITUTION OF OFFICERS TO THE ASSOCIATION

- 11.1. The Association may by resolution duly passed in accordance with its constitution displace the Committee or any of its members and substitute others in their place who shall be agents for the members of the Association at the time the resolution is passed. Where meetings are held to re• elect Committee members officers from the Council may attend such meetings in the capacity of observers.
- 11.2. The Association's secretary must formally notify the Council in writing (on a form provided by the Council) of changes to the membership of the Committee from time to time within 14 days of those changes taking place and this notice must contain full details of all appointed Committee members.
- 11.3. If any member of the Committee or a person collecting Rents is reasonably suspected by the Council of dishonesty or misconduct in relation to the collection of Rents or otherwise that person shall, following investigation by the Association be removed immediately by the Association as a member of its Committee and shall have no further authority to collect Rents or otherwise act on behalf of the Association under this Agreement. Any person so excluded shall only be permitted to resume the collection and handling of rents with the Agreement of the Council and the Association.

12. FORCE MAJEURE

- 12.1. In the event of any cause beyond their reasonable control, neither party to this Agreement shall be liable to the other for any delay in performance or non-performance of their obligations.
- 12.2. The party affected by such circumstances shall promptly inform the other party in writing.
- 12.3. The time for compliance shall be extended for the length of such delay.

13. DURATION OF THIS AGREEMENT

- 13.1. Subject to clauses 13.2 and 13.3, this Agreement shall commence on the date stated at the commencement of this Agreement and shall continue unless and until terminated by either party giving to the other three months' notice.
- 13.2. Either party may terminate this Agreement by two months written notice to the other party at any time. Such notice to be given not earlier than 12 months after the commencement of this Agreement. Where this occurs, the Council shall seek an alternative Allotment association's management committee to undertake the management of the Site.
- 13.3. The Council may terminate this Agreement at any time without prior notice if:
 - 13.3.1 the Association is in material breach of its obligations under this Agreement and fails to remedy that breach within seven days of a notice from the Council specifying the breach and requiring its remedy; or
 - 13.3.2 the Association commits a non-material breach of the Agreement and fails to remedy the breach within 56 days of a notice from the Council specifying the breach and requiring its remedy; or
 - 13.3.3 the Association ceases to exist.

In such circumstances the Council shall seek an alternative Allotment association's management committee to undertake the management of the Site.

- 13.4. On termination the Rents receivable shall be apportioned by reference to time between the Association and the Council such that:-
 - 13.4.1 any Rents receivable in respect of the period after termination shall belong exclusively to the Council and
 - 13.4.2 the proportion of any Rents which have been collected by the Association relating to the period after termination shall be held by the Association on trust for the Council.

14. HEALTH AND SAFETY

The Association shall take all reasonable steps to:

- 14.1 be responsible for compliance with the Health and Safety at Work etc Act 1974, Management of Health at Work Regulations 1999, Control of Pesticides Regulations 1986 and any codes of practice issued thereunder with regard to the maintenance and management of the Site. This includes arrangements for assessing risks and where hazards are identified taking appropriate steps to safeguard, the health and safety of Tenants and other persons. Significant safety hazards arising from defects in pathways roadways and communal areas must be reported to the Officer without delay.
- 14.2. Report in an accident book all accidents and inform the Council by telephone of all accidents which occur on the Site where, a person suffers serious injury (requiring hospital treatment) or any incident resulting in loss or damage.
- 14.3. Where pesticides are stored in a Shed ensure that only pesticides approved by the Department for Environment, Food and Rural Affairs for amenity horticulture are stored on the Site. Minimum quantities only shall be stored in an appropriate locked container

designed for pesticide storage. Any identified use of banned products by Tenants should be reported to the Council immediately.

- 14.4. Not carry out any alterations to the 230-volt mains electrical supply on the Site. In respect of the use of extension cables for outside buildings or temporary equipment (such as electric mowers) the supply must be protected by an earth leakage circuit breaker.
- 14.5. Ensure that the Site is maintained in a clean and tidy condition with any accumulation of rubbish being collected and disposed of in an approved manner.
- 14.6. Be responsible for co-ordinating health and safety management of the Site. The Management Committee shall attend risk assessment training provided by the Council from time to time. Arrangements shall be made for the Officer to liaise with the Management Committee on health and safety inspections and matters arising from annual risk assessment inspections.
- 14.7. Be responsible for ensuring that any volunteers who are providing services are approved by them, follow appropriate health and safety provisions and are covered under appropriate insurance.
- 14.8. Exercise a duty of care to everyone entering and using the Site including visitors, trespassers and Tenants.
- 14.9. Be responsible for appointing contractors, checking for Public Liability Insurance, monitoring work quality, ensuring that appropriate health and safety measures are followed, rectifying faults, settling invoices and rectifying any damage caused by the works (or compensation to third parties).

15. HORTICULTURAL MAINTENANCE WORKS

- 15.1. The Council shall have a programme of maintenance for horticultural features.

16. NOTICES

- 16.1. Notices given by the Council shall be validly served if served on the Secretary, Chairman or Vice Chairman of the Association.
- 16.2. The persons signing this Agreement (and any notified to the Council under clause 11.2 as new Committee members) are to be treated as the Committee members unless and until their replacement is notified to the Council under Clause 11.2.
- 16.3. Notices to be served on the Council shall be validly served if addressed to Royal Sutton Coldfield Town Council, AFE Business Centre, 62 Anchorage Road, Sutton Coldfield, B74 2PG or such other address as may be notified to the Association by the Council and signed on behalf of the Association by its Secretary and one other officer.
- 16.4. Notices may be served either personally or by recorded delivery post. Notices served personally shall be deemed to be received immediately after receipt. If served by post they are deemed to be served on the next working day after posting.
- 16.5. Notices to be served on the Association shall be validly served if sent to the address provided in this Agreement or such other address as may be notified by the Association to the Council.

SCHEDULE 1

Members of the Committee

Name	Address



ROYAL SUTTON COLDFIELD
TOWN COUNCIL

SCHEDULE 2

Allotment Rules

1. DEFINITIONS AND RULES OF INTERPRETATION

- 1.1. In these rules the following words and expressions are to have the following meanings unless the context requires otherwise:

“Allotment” means a designated area of land on a Site, which is used primarily for the cultivation of fruit, vegetables and flowers and which is let or lettable to a Tenant.

“Association” means an allotments association (society or other such group) which manages a site on behalf of the Council under its constitution.

“Council” means The Royal Sutton Coldfield Town Council of the AFE Business Centre, 62 Anchorage Road, Sutton Coldfield, B74 2PG.

“Officer” means the officer of the Council appointed to assist in the management of Sites.

“Rent” means the annual rent payable under a Tenancy.

“Royal Sutton Coldfield Allotments Association” means the organisation representing Associations and Tenants.

“Rules” means these rules.

“Site” means the entire area of land owned or leased by the Council comprising Allotments, roadways and buildings.

“Tenant” means a person who holds a Tenancy.

“Tenancy” means the letting of an Allotment to a Tenant.

“Tenancy Agreement” means the document in the form approved by the Council, which contains the terms of a letting of an Allotment to a Tenant.

- 1.2. References to statutory provisions include all subsequent legislation amending replacing or relating to them.
- 1.3. Unless the context otherwise requires words denoting the singular shall include the plural and vice versa.
- 1.4. The headings in these Rules are not to affect its construction or interpretation.

2. APPLICATION

- 2.1. These Rules are made under Section 28 of the Small Holdings and Allotments Act 1908 and apply to all Allotments including any let before these rules came into force. They come into force on the date they are approved by the Council.
- 2.2. Tenants must also observe any other rules or regulations which the Council makes at any time in the future relating to the Allotments.
- 2.3. Tenants must comply with all lawful directions given by the Officer or with the authority of the Association.

3. TENANCIES AND VACANT ALLOTMENTS

- 3.1. All Tenants must complete and sign a Tenancy Agreement. Each Allotment will be in the name of one Tenant.
- 3.2. Groups or organisations must submit a pre-tenancy application for approval by the Council; such Tenancies will be in the name of one person known as the principal Tenant.
- 3.3. Joint or shared Tenancies are not permitted save as stated in Rule 3.2.
- 3.4. Vacant Allotments on a Site must be offered by the Council or the Association to applicants on the waiting list for that Site kept by the Council or Association. The exception to this is where the Allotment falls vacant because of a Tenant's death or when they give up their Allotment for health reasons; in this instance the Allotment shall be offered to any member of the Tenant's immediate family who wishes to take over the Allotment (and if more than one, the one the Council selects). These 'grandfather rights' only apply once if the member of the Tenant's immediate family who wishes to take over the Allotment, does not reside in The Royal Town of Sutton Coldfield.
- 3.5. The Tenancy year commences on 1 October and ends on 30 September.
- 3.6. Tenants must reside in The Royal Town of Sutton Coldfield. The exceptions to this are if:
 - a) Tenants who live elsewhere signed their Tenancy Agreement before the Council took on responsibility for the Sites on 31st January 2023; or
 - b) a Site does not have a waiting list (and priority for applications has already been given to residents of the The Royal Town Sutton Coldfield); or
 - c) the provisions of Rule 3.4 apply.
- 3.7. Tenants are allowed a maximum of two standard Allotments if there is no waiting list on the Site.
- 3.8. Existing Tenants with a starter, quarter or half Allotment are permitted land up to one standard Allotment until the Site's waiting list is cleared.

4. ASSIGNMENT

- 4.1. A Tenancy is personal to the Tenant. Tenants may not share, assign, sublet or part with possession of all or part of their Allotment.

5. RENT

- 5.1. Rent is due at the commencement of the Tenancy and annually on 1 October thereafter (unless otherwise stated in the Tenancy Agreement).
- 5.2. Rent will be reviewed annually and any increase notified to Tenants 12 months in advance. Percentage Rent increases will be made to the nearest £ for ease of accounting.
- 5.3. An accidental failure to give notice to an individual tenant will not invalidate the Rent increase.
- 5.4. The Council may offer a Rent holiday to a new Allotment holder in their second year as an incentive for clearing a poorly uncultivated Allotment (i.e. the first year's Rent is paid as normal but the Tenant does not pay Rent in the second year).

6. CULTIVATION AND USE OF ALLOTMENT

- 6.1. Tenants must use Allotments for their own personal use and must not carry out any business or sell produce from Allotments either at the Site or privately.
- 6.2. Tenants may give away produce which is not for their own use.
- 6.3. Associations may sell donated produce to raise funds for the Association and/or for charitable purposes.
- 6.4. Allotments must be kept clean, free from weeds, well-manured and maintained in a good state of cultivation and fertility.
- 6.5. Where a Tenant fails to maintain the Allotment in accordance with Rule 6.4, the Council or Association may serve a "Letter of Concern" giving a specific period for improvement. Failure to improve the Allotment may lead to termination of the Tenancy following a notice to quit being issued by the Council.
- 6.6. If following the termination of any Tenancy Agreement, for whatever reason, the Allotment is left in a poor state of cultivation or requires the removal of materials, property or rubbish, then the vacating Tenant may be required to re-imburse the Council for the costs incurred by it.
- 6.7. Allotments must not be used to grow any crops for which compensation may be payable at the end of the Tenancy.
- 6.8. Tenants must not cut or prune any trees adjoining the Allotment. This does not apply to the routine pruning of the Tenant's own trees and hedges on the Allotment.
- 6.9. A maximum of six dwarf fruit trees are allowed per full Allotment (pro rata for half or quarter Allotments), which must be kept in good condition. No other trees may be planted.

- 6.10. Tenants must leave a minimum gap of 2' (0.6m) between the rear of their Allotment and any adjoining boundary fence to allow access for maintenance.
- 6.11. Tenants are not to cause damage to other Tenants' property or crops, nor to the infrastructure of the Site (e.g., roadways, paths, fences, gates).
- 6.12. The Tenant must not deposit any matter in the hedges, ditches or brook courses situated within the Site.
- 6.13. The Tenant is expected to compost all waste plant material except for pernicious weeds (e.g. Japanese Knotweed and plants infected with fungal disease such as Club Root, Downey Mildew or White Rot) which should be burnt, when dry, during permitted periods (Rule 7.5), or taken to an approved disposal facility.

7. HOSES, BONFIRES AND OTHER RESTRICTIONS

- 7.1. Hoses or sprinklers are not allowed except where required to fill water containers. In filling a container, Tenants must have consideration for others who wish to use water. Hosepipes or siphoning devices are not to be used to remove water from any water container.
- 7.2. Tenants must take every precaution to prevent contamination of water supplies.
- 7.3. Water may only be extracted from a water course with the approval of the Council and subject to the appropriate licence.
- 7.4. Where water containers are more than 220l (45 gallons), they can only be used for water harvesting, and must not be filled via hosepipes.
- 7.5. Bonfires are only permitted during the months of March and November for the burning of diseased plant material. Fires must not be allowed to cause a nuisance to neighbouring residents and under no circumstances should they be left unattended. Where local circumstances necessitate, bonfires may not be permitted at any time.
- 7.6. **Tenants must not:**
 - a) Bring or use corrugated or sheeted iron (or similar metal objects) or barbed wire (or similar material) on the Allotment.
 - b) Use any carpet or underlay on the Site.
 - c) Deposit refuse or decaying matter (except for a reasonable amount of manure or compost required for cultivation) on the Allotment or instruct anyone else to do so.
 - d) Remove any mineral, gravel, sand, earth or clay from the Site unless they have written permission to do so from the Council.
 - e) Cause or allow any nuisance or annoyance to the Tenant of any other Allotment or occupiers of land neighbouring the Site.

f) Use the Allotment for any illegal or immoral purpose and must observe all relevant legislation or codes of practice relating to activities they carry out on the Allotment.

g) Park a vehicle anywhere on the Site other than within defined parking areas. No vehicle, trailer, caravan or similar equipment is to be left on the Site overnight.

h) Bring or use any weapons (e.g. air rifles) on to the Site.

i) Access any Allotment other than their own unless invited to do so by the Tenant of that Allotment.

7.7. Tenants must ensure that:

a) Any manure on the Site that has not been dug in or spread on to the Allotment is covered.

b) Tools and other personal equipment are kept safe and secure when not in use. The Council accepts no responsibility for the loss of or damage to such items nor does the Council accept any responsibility for any injury caused by such items.

c) Where the Council's title to a Site requires certain conditions to be observed, these are followed.

d) When using any sprays or fertilizers,

(i) They take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur;

(ii) so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public and/or wildlife, other than vermin or pests; and

(iii) comply at all times with current regulations as notified by the Council to the Association.

e) No toxic or hazardous substances, contaminated waste or tyres are stored or brought onto the Site.

f) Any pesticides, herbicides or chemical agents comply with current legislation regarding their use. The storing of such materials, other than for direct and prompt use on the Allotment is prohibited.

g) All materials must be stored in a safe manner (e.g. glass for cloches) and must not be allowed to become a hazard or nuisance to others.

8. ALLOTMENTS

8.1. Except as provided in Rules 8.2 - 8.5 no animals may be kept on or given access to the Site.

- 8.2 Dogs may be brought onto the Site but must be kept on a lead at all times.
- 8.3 Hens (not cockerels) or rabbits are allowed to be kept on Allotments. Hens or rabbits must not be kept in such a place or in such a manner as to be prejudicial to health or cause a nuisance. Tenants must obtain prior permission from the Association to keep hens or rabbits on their Allotments and must comply with any husbandry conditions laid down by (and obtainable from) the Council.
- 8.4 Any part of the Allotment used for keeping hens or rabbits must be securely and adequately fenced to the satisfaction of the Association. Structures must comply with the Council's specifications.
- 8.5 Beehives are not allowed on an Allotment except with the prior agreement of the Association and permission of the Officer. Tenants must have valid insurance cover, preferably, through membership of or affiliation to the British Bee Keeping Association. A copy must be filed with the Council. Any recommendations made by the Officer must be implemented by the Tenant.

9. NON-TENANTS, CHILDREN

- 9.1 Only the Tenant, or a person authorised or accompanied by the Tenant, is allowed on the Site. Other visitors are permitted only by agreement in advance of the Association.
- 9.2 Access is not permitted to any Allotments other than that let to the Tenant.
- 9.3 The Council may order any person wrongly allowed onto the Site in breach of these rules to leave immediately.
- 9.4 The Council may take action against any Tenant who the Council reasonably believes was responsible for allowing an unauthorised person to be on the Site.
- 9.5 Tenants are responsible for the safety and conduct of any visitors that they allow onto the Site.
- 9.6 Children (under age 16) must be supervised at all times by the Tenant or a responsible adult.
- 9.7 No ball games are allowed on the Site.
- 9.8 Any activity on the Site outside of cultivation of fruit, vegetables and flowers (e.g. an open day) is allowed only with the express prior permission of the Association.

10. PATHS

- 10.1 Paths provided by Tenants must be within the boundaries of their own Allotments and kept reasonably free from weeds.
- 10.2 Paths between two Allotments must be a minimum of 600mm (2') in width where possible and must be kept reasonably free from weeds. The Tenant is responsible for the maintenance of the whole path adjacent to their Allotment on the left-hand side of their Allotment.

- 10.3. Paths must be kept clear of obstructions at all times except for paths provided by Tenants only for use on their own Allotment.
- 10.4. The Tenant must not leave any tools or other equipment unattended on common pathways or other such areas of the Site nor in any other way that may cause accident or injury and must ensure that such tools and other equipment are used carefully and with due regard to the safety of others.

11. STRUCTURES

- 11.1. In this Rule, "Permitted Tenant's Structures" means sheds, greenhouses, chalets, tool lockers, polytunnels or similar structures.
- 11.2. With the exception of Permitted Tenant's Structures, no buildings, walls or permanent structures may be erected on an Allotment by Tenants.
- 11.3. Permitted Tenant's Structures must comply with the Council's specifications and conditions. No more than 25% of the Allotment should be assigned to Permitted Tenant's Structures.
- 11.4. Permitted Tenant's Structures erected on the Allotment must be maintained in a good state of repair and condition to the satisfaction of the Association and if the Association is not satisfied with the state of repair, it may order the Tenant to remove the structure
- 11.5. Generally, a Tenant may only have one Permitted Tenant's Structure on their Allotment. Permission to erect more than one Permitted Tenant's Structure is at the discretion of the Association. The maximum dimensions of a Permitted Tenant's Structure are
- a) Sheds and greenhouses - 10' x 8' (3m x 2.4m) and a height of 8'6" (2.6m) or two smaller sheds or greenhouses which have the same overall dimensions; and
 - b) polytunnels which may not exceed 20' x 10' (6m x 3m).
- 11.6. Sheds and greenhouses may be erected without the need for prior consent from the Council. Such structures must have guttering connected to a water container (e.g. butt, barrel).
- 11.7. In the absence of any other suitable structure, a lean-to structure not exceeding 8ft x 6ft may be erected to harvest rainwater.
- 11.8. A polytunnel may not be erected without the prior consent of the Association.
- 11.9. Permitted Structures should be sited at the rear of the Allotment or as directed by the Association. No permanent footings or bases may be constructed.
- 11.10. Tenants may not plant hedges or erect fencing or other barriers on or around their Allotment. Tenants whose Allotment contains, or is bounded by, an existing hedge, fence or gate permitted by the Council are responsible for their maintenance.
- 11.11. Ditches within the boundary of the Allotment must be properly cleared and maintained.

- 11.12. Temporary structures and compost containers must also conform to the Council's approved specifications, available online or with Associations.
- 11.13. No fixed play equipment may be installed anywhere on an Allotment or on the Site.
- 11.14. Smoking is not permitted in any communal building on the Site.
- 11.15. The sale of alcohol is not permitted in any Council building unless it is licensed for such use.

12. COUNCIL STRUCTURES

- 12.1. In this Rule, "Council Structures" means chalets, greenhouses, tool-lockers and similar structures erected by and belonging to the Council.
- 12.2. Where Council Structures are rented from the Council to Tenants, Tenants must not move, demolish or alter them and must keep them in good repair at all times and must make good any defect or repair within one month of the Council giving the Tenant a notice specifying the repair required.
- 12.3. In the third year after the Council Structure is let to a Tenant, and every third year thereafter, the Tenant must apply a coat of wood preservative to the Council Structure.
- 12.4. The Council Structure must not be used except in connection with the proper cultivation of the Allotment and in particular no trade or business may be carried out from it.
- 12.5. Petrol, oil, fuel, lubricants or other inflammable liquids must not be stored in Council Structures.
- 12.6. The Council shall not be liable for loss by accident, fire, theft or damage of any tools or contents in any Council Structure and need not replace any Council Structure which is destroyed or damaged.

13. NOTICE BOARD AND ADVERTISEMENTS

- 13.1. All Tenants must clearly display a notice with the number of their Allotment on the Allotment and maintain it in good condition.
- 13.2. Only notices issued by the Council or approved by the Association may be posted on the Site. Tenants may not display any personal or commercial advertising except on notice boards as approved by the Association.
- 13.3. A Tenant contact phone number must be provided to the Association permitting them to be contacted in urgent situations .

14. INSPECTIONS

- 14.1. The Allotment (and any structure on it) may be entered and inspected by the Officer, and members of the Association's Committee at any time when the required access must be given.

15. DISPUTES

- 15.1. Any disputes are to be referred in accordance with the procedure displayed on the Site.
- 15.2. All disputes are subject to right of appeal to the Council. The decision of the Council will be made in writing and will be binding on all the Tenant involved in the dispute.

16. HARASSMENT

- 16.1 The Council has a commitment to eliminating unlawful or unfair discrimination and to achieving an environment free from harassment. This extends to the conduct of Tenants.
- 16.2 Harassment may be of a specifically racial, sexual or religious nature, but is generally accepted to be any unwelcome physical, verbal or non-verbal conduct.
- 16.3 Harassment may be deemed to have occurred whether it is a single or repeated incident.
- 16.4 All Tenants are expected to comply with the Council's policies in respect of harassment and discrimination which are available on request.
- 16.5 Complaints about harassment are, in the first instance, to be referred to the Association which will investigate the matter and refer its recommendation to The Royal Sutton Coldfield Allotment Association. Tenants may seek support from The National Allotments Society which provides mediation. Complaints will be handled sensitively and the Council will endeavour to protect Tenants against victimisation for making or being involved in a complaint. Wherever possible, Tenants should tell the person who is causing the problem that the conduct in question is unwanted and/or offensive and must stop.

17. TERMINATION

- 17.1 The Council on the advice of or in conjunction with the Association, may terminate Tenancies in any of the following ways:
 - a) twelve months written notice to quit expiring at any time between 29 September to 6 April inclusive; or
 - b) three months written notice to quit if the Council requires the Allotment for building, mining or any other industrial purpose, or for roads or sewers necessary in connection with building, mining or an industrial purpose; or
 - c) one month's written notice to quit if:
 - (i) Rent is in arrears for 40 days or more (whether formally demanded or not); or
 - (ii) the Tenant is in material breach of these Rules, or
 - d) automatically on 30 September following the death of the Tenant unless Rule 3.4 applies.

- 17.2. Tenants may terminate Tenancies by giving the Council one month's written notice.
- 17.3. Tenant must yield up the Allotment at the termination of the Tenancy, however it arises, in such a condition as complies with these Rules and the Association may dispose of any building structure or other item left by the Tenant on the Allotment after 28 days from the date of termination.

18. CHANGE OF ADDRESS AND NOTICES

- 18.1. Tenants must immediately inform both the Council and the Association in writing of changes of address.
- 18.2. Notices to be served by the Council on the Tenant may be:
- a) Left on the Allotment; or
 - b) Sent to the Tenant's address in the Tenancy Agreement (or notified to the Council under these rules) by recorded delivery; or
 - c) Served on the Tenant personally.
- 18.3. Notices served under Rules 18.2 a) and b) will be treated as properly served even if not received.
- 18.4. Notices to be given to the Council should be sent to Royal Sutton Coldfield Town Council, AFE Business Centre, 62 Anchorage Road, Sutton Coldfield, B74 2PG or such other address as the Council notifies in writing to the Tenant.

19. REPEAL

- 19.1. The Allotment Rules made by Birmingham City Council on 12 February 1926, 1994 (as amended) and 2015 (as amended) are repealed.
- 19.2. These rules were made by Royal Sutton Coldfield Town Council in May 2023.

Royal Sutton Coldfield Town Council
AFE Business Centre
62 Anchorage Road
Sutton Coldfield
B74 2PG

Tel: 0121 663 1765

Email: enquiries@suttoncoldfieldtowncouncil.gov.uk

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Maintenance works (Clause 4.16)

NB: this list is neither exhaustive nor exclusive.

1. MINOR REPAIRS

- 1.1 Repairs to standpipes, toilets or water services above ground
- 1.2 Repairs to roads (e.g., potholes) or pathways (excluding those for which Allotment holders are responsible)
- 1.3 Repairs to buildings (e.g., doors, windows, brickwork, rendering, Umber panels)
- 1.4 Redecoration of buildings
- 1.5 Minor fencing works, gate repairs
- 1.6 Grounds Maintenance as agreed by the Council
- 1.7 Repairs and maintenance associated with the Association's health and safety obligations

2. MAINTENANCE

- 2.1 Rubbish removal
- 2.2 Servicing of cess pits
- 2.3 Servicing of portaloo's
- 2.4 Treatments for rat infestation or wasps nests

3. EXCLUSIONS (WORK THAT THE ASSOCIATION IS NOT PERMITTED TO UNDERTAKE)

- 3.1 Structural works
- 3.2 Electrical services works
- 3.3 Gas services works
- 3.4 Underground leaks or bursts, sewerage blockages
- 3.5 Working at heights - Tenants should not work at heights (i.e., using ladders or staging) when carrying out repairs to the Council's property

4. EMERGENCIES

- 4.1 Any event that occurs without warning (e.g., escape of water, backing up of the sewerage system, collapse or structural defect in a building) should be reported to the Council. The Association should take any measures it can to respond to the problem or to make the surrounding area safe.

5. MAJOR WORKS

- 5.1 These shall generally be works outside the financial scope or skill of the Association to complete. Typically, these shall include road resurfacing, fencing, re-roofing and remedial works to buildings. Associations may request the Council for such works to be carried out (subject to funding).

5.2. Alternatively, Associations may obtain external funding for such works but should advise the Council at the outset of their intentions.

6. CONTRACTORS

- 6.1. Where contractors are to be appointed, they must belong to a recognised trade federation (e.g., FENSA etc) or be recommended by the Council
- 6.2. Associations shall be responsible for appointing contractors, checking for Public Liability insurance, monitoring work quality, ensuring appropriate health and safety measures are followed, rectifying faults, settling invoices and rectifying any damage caused by the works (or compensation to third parties).



SCHEDULE 4

ROYAL SUTTON COLDFIELD TOWN COUNCIL

Management Fee (clause 5.16)

1. The Management Fee shall be paid by the Council to the Association by 30 April in each year.
2. The Management Fee shall be paid directly into the Association's bank account.
3. The Management Fee shall be equal to one half of the total Rents.
4. The Management Fee shall be utilised to discharge the Associations duties under this Agreement
5. The Council shall be under no obligation to make any additional revenue payments to the Association.



ROYAL SUTTON COLDFIELD
T O W N C O U N C I L

SCHEDULE 5

Financial Provisions (clause 4.7)

1. The Association must keep proper accounting records of all income and expenditure relating to the Management Fee received from the Council and must retain those records for a minimum of 6 years from the end of the relevant financial year to which they relate.
2. An annual Income and Expenditure statement to 31 March must be submitted to the Council each year no later than 30 April (see Schedule 7).
3. Any person appointed as Treasurer must have relevant experience of preparing accounts and/or managing finances or undertake the appropriate training.
4. The Council should be informed of any suspected financial irregularity, misappropriate or impropriety as soon as this becomes evident.
5. Accounts shall be open to inspection by the Council at any reasonable time and on reasonable notice.
6. Details of the relevant Association account must be provided to the Council on the appropriate form to enable payments to be made direct by BACS.



Cash Handling Guidance Note

1. COLLECTION AND BANKING OF RENT

- 1.1. This note sets out recommended practice for the safe and secure collection of Rents. It should be read and adopted by all Allotment Association committee members with responsibility for these functions. Any new members carrying out these functions shall be expected to attend a training workshop organised by the Council.
- 1.2. The aim of these recommendations is to minimise the risk to individuals and to protect the security of Rents.
- 1.3. These are more specific to the main Rent collection period, but the principles also apply to cash handling at other times of the year.

2. PRE- COLLECTION

- 2.1 Notices advertising Rent collection arrangements setting out dates and times should not be on public view (e.g., on Site gates or fences).
- 2.2 Collecting days and times should be kept to the minimum considered necessary to provide a fair and reasonable timescale for Tenants to pay. Tenants, should wherever possible, pay by cheque or postal order as the preferred method and should receive clear guidance given on whether payment is to the Association or the Council.
- 2.3 Rents paid directly into the Association's bank account must be notified in full to the Council if requested by them.
- 2.4 Site gates should be kept locked during collections times to prevent casual access to the Site.

3. COLLECTION

- 3.1. At least two people (one of whom must be a Committee officer) should be present to administer collection. If other Association business is being conducted at the same time this should be assigned to other committee members and kept separate from the Rent collection process.
- 3.2. A record should be kept of cheque payments indicating name, sort code, cheque number and value. In the event of loss, this shall help identify which cheques have been lost.
- 3.3. Tenants should be excluded when cash and cheques are being reconciled.
- 3.4. During the Rent period receipts should be submitted weekly to the Council.

4. STORAGE

- 4.1 Cash/cheques should not be left on Site.
- 4.2 If Rent has to be kept at home overnight, every precaution should be taken to ensure that it is secure (e.g., locked away and/or hidden from view)
- 4.3 Avoid keeping large amounts of money and bank it as soon as possible after possible.
- 4.4 Keep receipt books separate to cash/cheques.

5. CASH IN TRANSIT

- 5.1 Where cash/cheques cannot be banked immediately they should be deposited on the next working day.
- 5.2 When cash/cheques are taken from Site or taken to the bank (or Post Office) it should be taken by two people and, ideally, transported by vehicle rather than on foot or by public transport. Car doors should be kept locked, and cash/cheques kept out of sight.
- 5.3 The routes used should be varied and, where possible, different branches or post offices used. Areas of known crime, quiet streets and alleyways should be avoided - keep to busy areas.
- 5.4 Park close to banks or Post Offices. Do not use bags that would obviously indicate the contents and carry a mobile phone that can be used to contact the Police in the event of attempted or actual robbery.
- 5.5 If there is any suspicion that the vehicle is being followed, drive to the nearest police station or busy area and report the incident.

6. THEFT, LOSS

- 6.1 In the event of robbery, Association members are not expected to resist but should endeavour to note any details of the person that might help subsequent police enquiries.
- 6.2 Report any incident to the police immediately and obtain a crime number. Notify the Council with details of the incident, the crime number and details of the payments involved. Contact Tenants whose cheques have been stolen.

7. TRAINING

- 7.1 Those committee members involved in Rent collection and banking functions must attend a training workshop with the Council.



SCHEDULE 7

ROYAL SUTTON COLDFIELD
T O W N C O U N C I L

Income & Expenditure Account

NAME OF SITE		
YEAR	20	to 20

Date	Income Details	Amount £	Expenditure Details	Amount £

TOTALS				

INCOME LESS EXPENDITURE £

AMOUNT CARRIED FORWARD £



ROYAL SUTTON COLDFIELD TOWN COUNCIL

SCHEDULE 8

Complaint Handling Procedures (clause 4.23)

1. INTRODUCTION

- 1.1 In applying the Allotment Rules, all Associations have a responsibility to ensure that Tenants observe the terms of their Tenancy. This includes dealing with complaints and, where it arises, harassment. Most Associations automatically deal with low-level everyday issues, but in more serious cases a formal approach shall be required by both the complainant and the Association.
- 1.2 A formal complaint is one made in writing (or by email). Associations are required to investigate and either resolve the complaint or engage the assistance of professional mediators or arbitrators as appointed by the Council who may advise or mediate in such matters. Any recommendation by the Association arising from the investigation should be submitted to representatives for reference to the RSCAA.
- 1.3 Advice can be sought from the RSCAA at any stage in the procedure. It is vital that any investigation is conducted fairly and thoroughly to avoid any inference of bias.

2. ASSESSMENT OF THE COMPLAINT

- 2.1 Most formal complaints typically relate to tenant conduct - unwelcome or abusive comments, offensive language, threatening behaviour etc. These incidents constitute harassment under the Allotment Rules.
- 2.2 Once a formal written complaint has been received by the Association it needs to be acknowledged and assessed for completeness. Does the complainant's statement specify sufficient detail about the alleged incident; are dates and times indicated; are witnesses named or their statements attached? Where more detail is required, the complainant should be asked to supply it.

3. EVIDENCE

- 3.1 Ideally, any complaint alleging harassment should be corroborated by an independent witness statement. The complainant should either provide this or give the names of those witnessing the incident so that the Association can approach the individuals for written statements. However, it is recognised that this is not always possible so an investigation can proceed without corroboration of the allegation.

4. INVESTIGATION

- 4.1 Provided that the complaint and any evidence support action by the Association, it is preferable for Committee Members to agree an approach towards resolving the matter. The options are to write to the person accused of any misconduct or to invite a verbal response before a panel of nominated Committee members ideally chaired by the Association Chairman or Secretary.
- 4.2 Where a letter is sent, it should detail the complaint and mention any evidence that has been provided. It is not necessary to include copies of statements but where this is requested personal details such as addresses, phone numbers etc must be made redacted. A time limit of no more than 14 days should be allowed for a response.

4.3 Where it is decided to deal with the matter verbally, the accused person should still be given a written outline of the complaint and asked to provide their account at a meeting with the Committee panel. The meeting needs to be recorded (i.e., minuted) to capture any representation made. It should not be necessary for the complainant to be present during this and any conflict in evidence can be resolved separately.

5. OUTCOME

- 5.1. Once both accounts have been received and considered, the Association may be able to reconcile both sides - in some cases an apology may be acceptable to the complainant. If this is achievable then the Association can arrange for a suitable conclusion and advise both sides of the agreed outcome to close the complaint.
- 5.2. If, after considering the evidence, the Association feels that a formal penalty should be issued by the Council, it should submit all of the evidence (including the record of any formal 'hearing') together with its recommendation written to the Council. The Council shall consider what is appropriate and shall issue any warnings or; if circumstances justify, a notice to quit terminating the tenancy.
- 5.3. Where the Council does not uphold the Association's recommendation an explanation shall be provided.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED as a DEED by The Committee of the **Name of Allotment Gardens Association** by its Authorised Signatories:

POSITION	FULL NAME & ADDRESS	SIGNATURE	OCCUPATION
CHAIRMAN			
<i>Witnessed by</i>			
SECRETARY			
<i>Witnessed by</i>			
TREASURER			
<i>Witnessed by</i>			
COMMITTEE MEMBER			
<i>Witnessed by</i>			
COMMITTEE MEMBER			
<i>Witnessed by</i>			

POSITION	FULL NAME & ADDRESS	SIGNATURE	OCCUPATION
COMMITTEE MEMBER			
<i>Witnessed by</i>			
COMMITTEE MEMBER			
<i>Witnessed by</i>			

EXECUTED as a DEED by **Royal Sutton Coldfield Town Council** by

Position	Full Name	Signature
COUNCILLOR		
Witnessed by	Olive O'Sullivan Town Clerk and Chief Executive Officer	
COUNCILLOR		
Witnessed by	Olive O'Sullivan Town Clerk and Chief Executive Officer	

Approved by Full Council: 26th September 2023

