

STANWICK PARISH COUNCIL

ALLOTMENT RULES

1. WHO'S WHO

In these rules, we are Stanwick Parish Council and you are the tenant named in the tenancy agreement.

2. INTERPRETATION

2.1 Terms used in tenancy agreement

Words and phrases defined or explained in the tenancy agreement and also used in these rules have the meaning given to them in the tenancy agreement.

2.2 Gender, persons and number

Words importing one gender include both other genders; the singular includes the plural and vice versa; and reference to a person includes a company or other corporate body.

3. TENANT NOT TO ALLOW BREACHES

An obligation on you not to do anything includes an obligation not to cause it or allow it to be done by anyone else.

4. NATURE OF TENANCY

4.1 The tenancy is a yearly tenancy beginning on 1 April in the year specified in the tenancy agreement.

4.2 Each allotment tenancy will be made in the name of one person only, even if more than one person works on the plot. Where another person works the plot with the main tenant, and subsequently the main tenant gives up the plot, the other person can make a representation to the Council, seeking the Council's agreement to take over the tenancy. The Council will consider such representations on a case-by-case basis.

4.3 To enable the implementation of clause 4.2, the Council should notified of all regular helpers and will maintain a list accordingly.

5. RENT PAYMENT

5.1 You must pay the rent every year in advance on 31st March.

5.2 You may not deduct anything from the rent or set off any other payments against it, unless the law allows you to.

6. RENTS

6.1 We review the rent every year. We will give you at least 12 months notice of any changes to the amount.

- 6.2 When setting a revised rent, we take into account any additional amenities we have provided for the allotment and costs incurred.
- 6.3 Half plots taken mid year are charged for the whole allotment season (April 1 to March 31 of any given financial year). Half plots taken on between February 1 and March 31 are always charged in the billing cycle of the next financial year. Full plots are calculated and charged using pro rata.

6.4 Grace periods

If the customer signs a tenancy agreement after February 1st, their rental will not commence until the 1st April, but cultivation may start immediately.

If the customer gives notice to quit/surrender their plot before the 30th April then the April invoice is to be cancelled in full. If the customer gives notice to quit/surrender their plot after the 30th April then the April invoice is to be paid in full.

7. BONFIRES

Bonfires are not permitted on any part of the site.

8. USE OF THE ALLOTMENT

- 8.1 You may only use your allotment as an allotment or leisure garden. That means you are to use it wholly or mainly for the production of vegetables, fruit and flowers for you or your family.
- 8.2 You may not carry on a trade or business from your allotment. But you can sell small amounts of surplus produce if you wish, or contribute to one or two community events a year.
- 8.3 The maximum area for hard landscaping (for example, patios or internal paths) is 20% of your allotment.
- 8.4 You must not take, sell or carry away from your allotment any mineral, gravel, sand, earth or clay.
- 8.5 You may use the allotment between dawn and dusk. Outside these hours access is for emergencies only.
- 8.6 The use of mechanised equipment is not permitted outside of the hours 9 a.m. and 8 p.m. in consideration of neighbouring properties.

9. CULTIVATION

- 9.1 Within 3 months of the grant of the tenancy, you must have at least a quarter of your allotment under cultivation.
- 9.2 Within 12 months of the grant of the tenancy, you must have at least three quarters of your allotment under cultivation. That situation must then continue while you are the tenant of the allotment. At least 60% of the area of the allotment should be used for

the production of edible crops: the remaining 40% may be used for other horticultural leisure purposes (lawn, flowers beds etc). Also see 8.3 above. Children's swings, paddling pools or similar are not permitted.

- 9.3 You must keep the allotment in good condition, clean and free from weeds, and in a good state of cultivation and fertility. Where the allotment includes or abuts a footpath, you must keep that reasonably clear of weeds too.
- 9.4 You must notify us if you are away for extended periods as cultivation of your allotment might suffer.
- 9.5 We will give you written warning if we feel that you are not cultivating your allotment in the way you should. Our warning letters will say what we think is wrong and give you an opportunity to explain your circumstances.
- 9.6 The Council will undertake inspections of the allotment site as described in Clause 37 Site Management

10. BOUNDARIES

- 10.1 Boundary fences and other barriers between plots are not permitted
- 10.2 You must keep all your boundaries with adjacent allotments clear of waste and debris.
- 10.3 You must not plant a new hedge or build a new fence without our written consent. New hedges must be trimmed, and no more than 1.2 metres tall.
- 10.4 Barbed wire must not be used on any part of the allotment.
- 10.5 The Council retains responsibility for the external boundary

11. ENCROACHMENT ON OTHER ALLOTMENTS AND PATHS

- 11.1 You must not go on to another person's allotment without the express permission of the allotment holder.
- 11.2 If anyone is with you on your allotment (children, for example) you must not allow them to go on to another allotment without the express permission of the allotment holder.
- 11.3 You must not remove produce from another allotment without the express consent of the allotment holder.
- 11.5 You must not encroach on or cultivate a pathway. Pathways between adjoining plots must be left wide enough for wheelbarrows
- 11.6 The Council will be responsible for maintaining the central access path.

12. TREES AND BUSHES

- 12.1 Except with our written consent, you must not plant trees other than dwarf fruiting trees with a maximum height of 2 metres and other fruiting bushes which must not make up

more than 25% of the cultivation for plots. Fruit trees must not be planted along the boundaries of your allotment.

- 12.2 You must consider the effects of trees on neighbouring allotments and not plant any trees or shrubs so as to overhang or interfere with any other allotment or path on the allotment land.
- 12.3 You must not plant or permit to grow any trees that produces non-edible fruit. Failure to comply with this Rule will constitute a serious breach of this agreement on the part of the tenant and will result in one months notice to terminate the tenancy.

13. MANURE, WASTE AND REFUSE

- 13.1 You may keep manure or compost in quantities reasonably required for cultivation.
- 13.2 You must not dump or store material which could not reasonably be used to help cultivate your allotment.
- 13.3 You must not dump or store material next to a boundary with an adjacent property.
- 13.4 You must not put anything in the hedges, ditches or dykes in or surrounding the allotment field.
- 13.5 You must cover any manure on your allotment which has not been dug in.
- 13.6 You must remove all non-compostable waste from your allotment.
- 13.7 Carpets and underlay must not be used on your allotment.

14. BEES

- 14.1 You may not keep bees.

15. DOGS AND LIVESTOCK

- 15.1 Any dogs you bring to your allotment must be kept on your allotment, and on a leash. You must remove any faeces and dispose of it off site.
- 15.2 Except as allowed by law (Allotment Act 1950), you must not keep livestock on the allotment without our written consent. "Livestock" includes geese, ferrets, weasels, stoats and cockerels. You may keep a maximum of 6 hens with written consent.
- 15.3 For information on keeping hens, including the ideal size of perch, house and scratching land, can be found at the British Hen Welfare Trust www.bhwt.org.uk
- 15.4 A decision to allow livestock (including hens and chickens) on half plots can only be considered after one year's cultivation taking into account the size and location of the site. This may under certain circumstances require agreement from neighbouring tenants.

- 15.5 Any animals you keep on your allotment must not create a nuisance or affect health.
- 15.6 If any animal on an allotment is deemed a nuisance, health hazard or their well-being is affected then they can be removed. All livestock is subject to strict welfare codes enforced by the RSPCA and DEFRA

16. VERMIN

- 16.1 If you see evidence of vermin (such as rats) on or near your allotment, you must report it to us.
- 16.2 Authorised pest control agents, such as Environmental Health at East Northamptonshire Council, must deal with vermin.

17. FUEL AND OTHER INFLAMMABLE LIQUID & GASES

- 17.1 Fuel such as petrol and diesel must be stored off site.
- 17.2 Oil, lubricants or other flammable liquids and combustible gas must be stored off site

18. CHEMICALS

- 18.1 To control pests, diseases or vegetation you may only use products usually available from garden or horticultural suppliers that are intended for Home and Garden use only. It is not permitted to use commercial products as a licence is required to purchase these.
- 18.2 Application of these products must not be detrimental to the cultivation of allotments nearby, nor may it annoy nearby allotment holders.
- 18.3 Your use and storage of chemical products is subject to Government regulations. We can supply you with details of those regulations.

19. BUILDINGS AND STRUCTURES

- 19.1 Except with our written consent, you may not put up a structure on the allotment. Our consent will be subject to specifications for the building that we will supply you with. Our consent will also be on condition that you install a water butt at the same time.
- 19.2 Buildings and structures must not be installed on a permanent base such as concrete. It may be placed on paving slabs, girders or similar items that are easy to remove.
- 19.3 We will not refuse consent for a first building structure based on the following:
- (a) After a period of one year's tenancy, a building reasonably necessary to keep poultry, proportionate to the number of hens kept and in accordance with hen welfare recommendations.
 - (b) A wooden garden shed of natural colour with black or green felt roof measuring a maximum of 8ft x 6ft

- (c) A greenhouse measuring 8ft x 6ft (no glass panes)
- (d) Full size allotment plots may apply for a poly-tunnel up to a maximum size of 12ft by 20ft.
- (e) Half size allotment plots may apply for a poly-tunnel up to a maximum footprint of 80 sq foot.
- (f) Glass is not permitted in any structure nor anywhere on the site. Poly carbonate/plastic panes must be used. This is in the interest of site safety.

19.4 Second building structures on the same plot or co-joined plots are discretionary.

19.5 Green houses must be constructed with poly carbonate panes rather than glass in the interest of safety and to minimise the impact of damage.

19.7 If you fail to maintain a structure you have put up, we can give you one month's notice either to repair or remove it.

19.8 We are not responsible for loss of or damage to tools or other contents of your shed, greenhouse or poly-tunnel. Tenants are advised not to store valuable equipment and materials in their sheds or structures.

19.9 At the end of your tenancy, we will not compensate you for any structure you have put up. But you may dispose of it before you quit the allotment. You must then leave the allotment clear and tidy to our satisfaction.

19.10 At the end of your tenancy, you must remove any structure you have put up, including a water butt. However you may leave a structure or water butt if we have notified you in advance that it is reusable.

19.11 You are permitted to install compost bins and structures intended for such purpose subject to an individual maximum size of one cubic metre.

19.12 You are permitted to erect fruit cages and support structures for soft fruit and fruit trees.

20. VEHICLES

20.1 Vehicles should be left in the designated area and not brought on the site except in exceptional circumstances with prior written agreement or in an emergency.

20.2 Vehicles must be parked in the designated areas and must not obstruct haulage ways. You must not create a hard-standing.

20.3 The site speed limit is 5 mph.

20.4 Emergency vehicles are exempt from these Rules.

21. WATER

21.1 As far as possible, you must conserve water. You must cover water butts with a secure lid and consider mulching as a water conservation practice.

- 21.2 You must not use a hose.
- 21.3 You must consider other allotment holders when you take water from the water points we have provided.
- 21.4 You should adhere to the following guidelines:
- (a) water in the evening to reduce water loss by evaporation
 - (b) collect and store rainwater where you can
 - (c) mulch to retain moisture
 - (d) report leaks to us straight away.
- 21.5 We may have to introduce water restrictions if water is in short supply. We will only do that if we have to. We will give you as much notice as we can, but notice may be short.
- 21.6 You may not construct a pond, bury a tank or bath below ground level and nor construct or keep a container, tub or tank containing water above ground level which may be a hazard to any person.
- 21.7 You shall not alter, or permit any person to alter the water supply system on the allotments provided by the Council, and shall not connect or permit to be connected a hose pipe to any taps.

22. CONDUCT

- 22.1 You must conduct yourself appropriately. In particular you must not cause a nuisance or annoyance to the occupier of another allotment or to neighbours generally. Nor may you obstruct or encroach on a path or roadway set out by us for the use of occupiers of the allotments nearby, or on public footpaths or haulage ways.
- 22.2 You may not use the allotment for an illegal or immoral purpose.

23. DEPOSIT

- 23.1 You have paid us the deposit indicated in the tenancy agreement.
- 23.2 We hold the deposit as security against any loss caused to us by your breach of these rules or the terms of the tenancy agreement.
- 23.3 After we have deducted any amount necessary to compensate us for your breach, we will pay you the balance without interest within 28 working days of the tenancy coming to an end.

24. DEALINGS WITH YOUR ALLOTMENT

- 24.1 Except with our written consent, you must not assign, underlet, part with possession or share possession of the allotment or any part of it. But while you are on holiday or ill for

short periods, you can authorise someone else to look after the allotment for you.

24.2 We may require an unauthorised person to leave your allotment.

25. PLOT MARKERS AND NOTICE BOARDS

25.1 We will only mark with a plot number newly created allotment plots from virgin land or where new plots have been subdivided from whole plots.

25.2 You must display a plot marker and keep it in good order and ensure that it is always visible.

25.3 Site notice boards are for the use of allotment tenants only.

26. SECURITY

26.1 We will provide a combination lock to the site gate.

26.2 You must always keep the main gate locked. That means you must lock the gate behind you both after you come in and after you leave even if the gate is unlocked when you arrive. This is to prevent access by unauthorised individuals or animals.

26.3 The emergency services are provided with the combination.

26.4 We can refuse admittance to anyone if they are not accompanied by you or by a member of your family.

27. COUNCIL OFFICERS

27.1 You must comply with reasonable directions given by our officers.

27.2 An officer or agent of ours may inspect your allotment and any shed, greenhouse or poly-tunnel on it. You must allow that officer or agents access at any reasonable time.

28. ALLOCATION OF VACANT ALLOTMENTS AND ELIGIBILITY

28.1 We allocate vacant allotments to people on our waiting list–

(a) first to those who live in Stanwick, and second

(b) to people who live within a mile outside the parish boundary.

28.2 If an allotment holder dies, his or her allotment will be offered to a member of the allotment holder's immediate family who has been cultivating the allotment with the allotment holder for a period of time. However, this exercise can take place only once. An allotment does not transfer to members of a family in perpetuity.

28.3 To be eligible for a plot, you must be 18 years or older.

28.4 When you confirm you wish to commence a new tenancy, having identified a vacant plot and clarified your eligibility, you will be asked to sign a Tenancy Agreement before being

allowed to start work on the plot.

- 28.5 All allotment plots are let on an as seen basis. The Council is not able to carry out improvement or clearance work for new tenants.
- 28.6 When a vacant plot is not available the Council operates a Waiting List for the site. When a plot becomes vacant the person on the top of a list is given first choice for the tenancy. People are given 28 days to respond to this offer and if no response is received within this time, their name is removed from the waiting list. If they do not wish to or cannot take that plot at that point in time, the Council will allow them to defer whilst staying at the top of the list until another plot becomes available. In this instance, the plot will be offered to the next person on the list. Where, for example two plots become available at the same time, the Council will write to the first two people on the list regarding the two vacant plots and these will be allocated on a “first come first served basis”.
- 28.7 The Council will maintain a progression scheme for existing tenants, to allow existing allotment tenants who have half sized plots, and have outgrown their existing plot space to apply to the Council to be added to a list to exchange their half sized plot to a single full sized plot when one becomes available. These will be allocated on a “first come first served basis”.

The progression list will be a stand-alone list and will work in the same way as the existing site waiting list. The application and allocation criteria are as follows:

- The person must have been a tenant at the site for a minimum period of 12 months.
 - They must not have received any Non Cultivation letters or Notices to Quit from the Council within the previous 12 month period.
 - Must not currently hold more than one half sized plot.
 - The named tenant must apply direct to the Council in writing or via email
 - Plots are offered on an as-seen basis
- 28.8 Plot allocation is restricted to the equivalent of one full size plot per household. You cannot go back on the waiting list for additional plots. However, see clause 28.7 above for details on how to progress from a half size plot to single full sized plot.

29 COMMUNITY TENANCY PLOTS

- 29.1 A community plot is provided by the council to serve the needs of the community. It can be one community plot, or can be many individual plots on an allotment site. It is subject to the same rules as individual plots with the only difference that there is a main-point-of-contact who serves as a 'coordinator'. If, for whatever reason this role is vacated, the responsibility lies with the present holder to appoint a new main-point-of-contact otherwise the community tenancy would be up for review with the possibility of termination.

30. DISPUTES

- 30.1 We will mediate any dispute between allotment tenants. We will observe proper processes, and our decision is final and binding.

- 30.2 In the case of two tenants having an unresolved dispute and no one party can be proven as being in breach of any site rules then the Council reserves the right to end the tenancy of both parties.
- 30.3 The tenants are expected to comply with the Council's policies in respect of harassment and discrimination.
- 30.4 Tenants must not discriminate against, harass, bully or victimise any other person/s on the grounds of race, colour, ethnic or national origin, social origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, disability, or disadvantaged by any condition which cannot be shown to be justified.
- 30.5 No tenant must cause another tenant harassment, alarm or distress. Any use of violence or threats of violence or damage to an others property will be grounds for immediate termination of tenancy as per paragraph 34 and possible prosecution.

31. CHANGE OF ADDRESS

31. You must notify us straight away if you change your address.

32. GIVING NOTICE

- 32.1 You can serve notices on us by posting them to the Parish Clerk
- 32.2 We can serve notices on you in any of the following ways.
- (a) By personal service.
 - (b) By hand delivery or by recorded delivery post, in either case to your last address known to us.
- In addition we will notify you by fixing it conspicuously on the allotment.

33. HOW THE TENANCY CAN COME TO AN END

The tenancy ends in any of the following ways.

- (a) If you move beyond a mile of the parish boundary.
- (b) On the yearly rent day after the death of the tenant.
- (c) If we give you 12 months written notice, or you give us 28 days written notice. The notices may expire at any time.
- (d) If the Tenancy is terminated by forfeiture as described in Clause 34 below

34. TERMINATION BY FORFEITURE

- 34.1 We may enter your allotment and end the tenancy by forfeiture if—
- (a) the rent or any part of it is unpaid for at least 40 days, whether or not we have legally demanded it, or
 - (b) you are in breach of any of these rules, or
 - (c) you become bankrupt or compound with your creditors.

- 34.2 A breach of any of these Rules will result in use of the Breach Resolution Flowchart and

may lead to the Notice to Quit procedures agreed by this Council and attached to these Rules in Appendices 1 and 2.

- 34.3 Forfeiture of the tenancy does not prevent us from claiming damages from you for breach of these rules or from making appropriate deductions from your deposit.

35. OUR DISPOSAL OF THE ALLOTMENT

- 35.1 If we lawfully require the allotment to dispose of it for development or another proper purpose, we will give you as much notice as we can terminating your tenancy.
- 35.2 If we do terminate your tenancy because of a potential disposal, we are bound by law to compensate you for crops or improvements and find alternative land for you to cultivate.

36. WHAT HAPPENS ON TERMINATION

- 36.1 When your tenancy comes to an end (however that happens)—
- (a) you must give up the allotment to us in the clean and tidy state required by these rules, and
 - (b) you must hand us back any property we have made available to you.
- 36.2 If your allotment is not left clean and tidy, we may charge you for returning it to a satisfactory state.

37. SITE MANAGEMENT

- 37.1 The Council will arrange for regular site inspections, to ensure that each site is being properly maintained and used. The Council reserves the right to access any plot or structure in order to carry out these inspections. The tenant does not have to be present for these inspections.
- 37.2 The site inspections will include checking on the performance of the Council's Grounds Maintenance contractor, the cultivation of plots, the condition of site boundaries and identifying any other problems that the Council needs to resolve. It is also an opportunity for Council officers to meet allotment tenants, and to receive feedback.
- 37.3 Given the high demand for allotment plots the Council wishes to avoid plots being left uncultivated for lengthy periods, especially during the main growing season. However, the Council recognises that cultivation practices can vary during the seasons, and has prepared the following definition to help tenants understand what the Council is expecting:
- A minimum area equal to 50% of the total plot should be cultivated and in active use during the main growing season (March to September)
 - The Council will accept that space can be taken up by raised borders and internal paths, provided the minimum cultivation area is obtained.
 - Fruit trees (dwarf stock) are allowed (see section 12), but it is not acceptable to turn a plot into a fruit orchard, with fruit trees planted on grass. The minimum cultivation rule is still expected to be adhere to.

- The Council will allow new tenants a reasonable period of time to reach these standards, especially if they have taken over a plot in poor condition.

37.4 Any site problems should be reported to the Council.

38 COUNCIL RESPONSIBILITY

38.1 The Council will provide and maintain allotment records in accordance with the Data Protection Act 1998. The Council will also provide public access to staff during normal working hours. The public and allotment tenants can also contact the Council via e-mail and via the Council's website, www.stanwickparishcouncil.org.uk

38.2 The Council will post any notices on the Parish Council notice board at the village hall

38.3 The Council will encourage and work with allotment associations, and will endeavour to attend meetings when requested.

38.4 The Council will promote best practice on all its allotment sites, and encourage sustainable environmental management. It will seek to make sites accessible and useable for all allotment tenants.

38.5 The Council will provide, and maintain in good working order, a water supply to the site, with water access points spaced around the site. The Council will arrange to have the water supply turned off during the winter months (between the beginning of November and late March each year) to protect against burst pipes. Tenants are not permitted to tamper with the main stopcock.

38.6 The Council will assist security by providing boundary fences and/or hedges, with lockable access gates at every site. Every tenant will be provided with an access gate combination for their personal use only. In the interests of maintaining security tenants are asked not to share the combinations with others to use.

38.7 The Council will arrange for ground maintenance operations to be carried out on site through its Grounds Maintenance contract. This will include grass cutting on all the main paths, (but not the small paths between plots) and boundary hedge cutting. This work excludes designated communal plots which are managed by any allotment association or tenants' group.

38.8 The Council is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on allotment or vehicles brought to the site. Tenants are advised not to store any items of value on the allotment, and to insure and mark any items kept at the allotment. Tenants should report incidents of theft and vandalism to the Council and the police

39 AMENDMENT OF THE ALLOTMENT RULES

39.1 The Council reserves its right to change the allotment rules from time to time, but will make such changes known to tenants in advance in an appropriate manner e.g. through the Council's website, on-site notice board or by letter. The Council will supply a copy of any updated rules, free of charge to any person who requests a copy.

39.2 Tenants will be expected to comply with any rule changes, following the consultation and notification process.

39.3 The management committee of the Stanwick Allotment Group may request amendments to

these Rules and the Parish Council will give fair consideration to that request and provide an explanation for its decision if it does not agree with the amendment.

These Rules are effective from 31st October 2015

Appendix 1

If there is a breach of the Association Rules or a complaint raised by any party then this procedure will be followed.

The primary purpose of this procedure is to seek compliance, not eviction.

Breach or complaint is formally noted via a letter of complaint or onsite inspection and reported to next committee meeting. A breach must be evidenced by two or more plot holders in order for a decision to take action to be agreed by the committee.

Level 1: Issue 14 Day Notice to Improve
Letter sent to tenant(s) informing them of the breach & asking them to remedy the problem, or set out an action plan for remedying the problem - Action plan is submitted by the tenant(s) under notice and agreed by the committee. The action plan must include a reasonable time scale for compliance.

No Improvement or action plan submitted within the 14 days.

Problem rectified

Failure to complete the action plan within the agreed time will lead to the tenant(s) being subject to the next Level of notice. (To a maximum of two agreed action plans)

Level 2: Issue 28 Day Reminder Notice
Letter sent to tenant(s) to inform them they have a further 28 days to remedy the breach.

No further action taken (Note to be made at the next committee meeting that the breach has been rectified)

Onto Level 2 or Level 3, as appropriate, following guidance herein

No Improvement or action plan submitted within the 28 days.

Level 3: Issue Notice to Quit
The committee must make the decision to serve a notice to quit asking for the tenant(s) to relinquish their plot(s). A minimum of one calendar month's notice must be given.

A Notice to Quit is a legal document informing an allotment tenant that they have refused to rectify a breach of their tenancy/rules and regulations.

Even at this point in time if the tenant(s) remedies the breach within the stated notice period then any action can be stopped.

If you find that someone is in a cycle of breach and rectification of the same problem it would be advisable to bring this matter to your committee meeting with the tenant(s) to create and agree a sustainable action plan to seek compliance.

Disputes and harassment are dealt with separately to this flowchart, as per Section 17 of the Association Rules.

If Notice to Quit Expires and the breach has not been dealt with please refer to Rules Appendix 2

Appendix 2

Notice to Quit procedure:

This procedure should be followed where the Notice to Quit has expired and the relevant breach has not been dealt with

Notice to Quit has expired and breach has not been rectified to a satisfactory conclusion under Appendix 1

Does the tenant(s) leave voluntarily?

NO

The Council will be entitled to take proceedings in the courts for possession of the plot, if it is withheld by the tenant(s).

Yes

The Council deals with the following in line with their agreed rules:

- The apportionment of rent/ re-letting
- Issues regarding items left
- Claims for compensation/action for damages.

Appendix 3 Processes and Procedures

Disputes processes and procedures between Tenants or between a tenant and the Council

i. **Negotiation**

The parties to the dispute before resorting to the formal dispute laid out below should first attempt to engage in good faith negotiations in an effort to find a solution that serves their respective and mutual interests including their continuing relationship as allotment landlord and tenant.

Both parties should agree to participate directly in the negotiations. Unless otherwise agreed in writing, the Parties shall have five (5) business days from the date the questioning party gives Notice (defined below) of the particular issue to begin these negotiations and 15 business days from the Notice date to complete these negotiations concerning the Dispute

ii. **Mediation**

If the negotiations do not take place within the time provided above, or if the negotiations do not conclude with a mutually agreed upon solution within that time frame (or it's agreed upon extension), the Parties agree to mediate any Dispute.

If the Parties cannot agree upon a mediator, each shall select one name from a list of mediators maintained by the Council the two selected shall then choose a third person who will serve as mediator.

Both parties agree to participate in the mediation process, including being present throughout the mediation session(s). The Parties shall have 45 calendar days within which to commence the first mediation session following the conclusion of their good faith negotiations or expiration of the time within which to negotiate (as stated in "Negotiation" above).

The Parties agree that any mediated settlement agreement may be converted to an arbitration award or judgment (or both) and enforced according to the governing rules of civil procedure.

The Parties further confirm their motivating purpose in selecting mediation is to find a solution that serves their respective and mutual interests, including their continuing allotment landlord and tenant relationship.

iii. **Arbitration**

If the mediation provided for above does not conclude with an agreement between the Parties resolving the Dispute, the Parties agree to submit the Dispute to binding arbitration.

If the Parties cannot agree on an arbitrator, the person who served as mediator shall select the person to serve as arbitrator from a list compiled by the Parties or, where the Parties do not compile a list, from a list maintained by the Council or private arbitrator.

The arbitrator's award prepared by the arbitrator shall be final, binding and may be converted to a judgment by a court of competent jurisdiction upon application by either party.

The arbitrator's award shall be a written, reasoned opinion (unless the reasoned opinion is waived by the Parties). The Parties shall have ten (10) business days from the termination of the mediation to appoint the Arbitrator and shall complete the arbitration hearing within six (6) months from the termination of the mediation.

The arbitrator shall have the authority to control and limit discovery sought by either party. The arbitrator shall have the same authority as a court of competent jurisdiction to grant equitable relief, and to issue interim measures of protection, including granting an injunction, upon the written request with notice to the other party and after opposition and opportunity to be heard. The arbitrator shall take into consideration the Parties' intent to limit the cost of and the time it take to complete dispute resolution processes by agreeing to arbitrate any Dispute.

B) Additional matters relating to disputes

- i. The Parties and tenants may seek support from relevant outside agencies, such as NSALG, in addition to consulting their own legal adviser
- ii. The Parties agree to share the mediator's and arbitrator's fees equally. If the Dispute is arbitrated, the arbitrator may include in any award the right to recover mediator and arbitrator fees, along with any other recoverable costs.
- iii. Each party to bear their own legal costs incurred relating to these matters.
- iv. The Notice required under this process shall be in writing. It shall provide sufficient details of the Dispute to inform the other party of the basis of the disputant's claims. The Notice should include the invitation to begin negotiation, and where unsuccessful, mediation. The date of delivery of the Notice shall be the triggering date upon which the time deadlines in this section will be calculated.

- v. Breaches of the Association Rules are dealt under Section 2.5 below and are not included in this dispute resolution process.

2.5 BREACH RESOLUTION

In the case of a breach of the Association Rules by any Tenant the Council should follow the Rules guiding tenancy termination, and the procedures set out in Appendix 1 and 2 of this document.