

Gertie Gale's Allotment Association

General Allotment Policies Summary

General

Gertie Gale's allotment site (the "Site") is owned by the Portishead Town Council (the "Council").

The Site is run on behalf of the Council by the current Gertie Gale's allotment committee (the "Committee").

The Council have formed the Gertie Gale's allotment association (the "Association") which is the body that oversees the running of the Site.

The Tenancy Agreement (the "Agreement") and the Gertie Gale's allotment constitution (the "Constitution") as well as Gertie Gale's allotment Memorandum of Understanding (the "MOU") documents form part of the following policies. A copy of the Agreement, Constitution and MOU can be found on the Gertie Gale's Allotment website at www.gertiegales.weebly.com/allotment.html

The people (the "Tenant" or "Plot holder") that can rent a plot at Gertie Gale's allotment must reside within Portishead Town Council electoral area.

The Committee members are current Tenants at the allotment and are decided at the annual allotment AGM. If any Tenant objects to the appointment of a Tenant to the Committee these should be addressed to the current Committee Chair.

The allotment has the following positions on its Committee:

- Chair
- Vice-Chair
- Secretary
- Treasurer
- Lettings Officer
- Site Manager
- Data Protection Officer
- Website Manager
- Media Officer

Every Tenant when joining the allotment signs a Tenancy Agreement with the Association and the Council, and they are expected to comply with that Agreement.

Complaints

All complaints regarding any matter of the Site or Committee or other Plot holder(s) should be addressed to the Chair or in their absence the Vice-Chair or Secretary. The communication should be done either in writing by email or post, or by telephone call. If the contact details are not known to the complainant (as these Committee positions change it is not possible to provide contact details for these Committee members in this document) then the complainant should make contact for the relevant contact details of one of these mentioned Committee members via the relevant form on the Contacts page of the Gertie Gale's allotment website at www.gertiegales.weebly.com/contact.html

The Chair, Vice-Chair or Secretary will respond to the complaint within 48 hours of receiving it with an acknowledgement that the complaint has been received and will be investigated. The complaint will then be investigated, and a formal written reply will be sent to the complainant within 28 days of receiving the initial complaint. If it is not possible to provide a full reply to the complainant within 28 days, then a further note will be sent to the complainant advising them that the matter is still being investigated and when they are likely to receive a reply from the Committee.

If the complainant believes that their complaint has not been resolved satisfactorily by the Committee then they should contact the Chairman of the Portishead Town Council and raise their concerns with them. The Council will then follow their own policies regarding complaints and their decision shall be final and binding on all parties.

Communication with Plot holders

When a Plot holder signs their Agreement, they provide the following contact details completed by themselves on the Contact Details Form:

- Full name
- Correspondence address which is the address they must reside at in the Council's electoral area
- Telephone contact number(s)
- Email address(es)

It is the responsibility of the Tenant to notify the Secretary or Lettings Officer if these details change and need updating in the Association's records.

These details are stored securely electronically and in paper form by the Chair, Secretary, Lettings Officer and Treasurer. These details are only available to the current Committee members and upon request by the Council.

A Committee member if needed, regarding business of the plot and/or the Site, will contact the Tenant using any one of the above forms of contact details provided. The Committee member will only contact the Tenant via these details provided and will not contact the Tenant via other contact details that can be obtained elsewhere such as the internet or via friends etc.

This contact can be in the written form, telephone or visit to the address previously provided to the Committee that is within the Council's electoral area. Before anything is discussed it will be established that the Committee member is in contact with the relevant person. Any letters sent will be in envelopes addressed to the Tenant only.

Data Protection

The Association hold personal sensitive data on the current Tenants for the sole purpose of contacting the current Tenants regarding matters of the Site, Committee, and the plot(s) that they rent. The Association treats the holding of this data very seriously and complies with the current General Data Protection Regulation (GDPR) policies.

At any time, the Council may request the contact details of any or all of the current Plot holders. The Association do not market to any of the Tenants data nor do they share this data that they hold with any other third parties.

The only data that the Association hold for each Tenant is:

- Full name
- Correspondence address which is the address they must reside at in the Council's electoral area
- Telephone contact number(s)
- Email address(es)
- Rented plot number(s)

This data is provided by the Tenant themselves at the beginning when they sign their Agreement and from the emails the Committee will send to each Tenant annually to confirm that the data the Association hold is accurate and up to date. It is the responsibility of the Tenant to update the Committee if any of the details previously provided are incorrect or change.

This data is stored securely in the original paper form and/or electronically. The data is seen and/or held by the current Committee members only and at any time upon request by the Council. Past Committee members do not have or hold any records of this data.

This data is primarily held and updated by the Lettings Officer, Secretary and Treasurer only.

Once a Tenant leaves the Site their data is destroyed within 28 days. The Tenant's name and plot number(s) are retained until the end of the financial year (31st March) for the purposes of the allotment financial accounts and auditing purposes only.

A Tenant can request at any time for their data to be removed from the Association records, but this will then mean that it is impossible to contact the Tenant at all in the future regarding any matters including future rental payments. If the Association does not hold the contact data that is required to administer a Tenant's tenancy, then the Tenant, the Association or the Council may have to terminate that Tenant's Agreement.

Unpaid Rents

The annual rents for the plots are due by the 31 March each year. All Tenants will receive an email or letter with the next year's requested annual rental as well as method of payment from the Treasurer in February.

If a Tenant rents a plot part way through the year, then they will be notified by the Lettings Officer at the time of signing the Agreement the amount due and how to pay.

Each Tenant has 28 days to pay the rental charge due if joining throughout the year or they should pay their annual rent by 31 March.

If by this time the payment is not made then contact will be made with the Tenant (via email, telephone call, letter or visit to their property) advising payment has not been made and asking them to either make the payment or advise the Association if they no longer want the plot.

If there is still no payment after a further 7 days from this contact, then it is to be considered that the Tenant no longer wants the plot and that they have terminated their Agreement. This will be confirmed in writing by post and by email to the Tenant that their Agreement has been terminated. Their plot will then be re-let.

Site Inspections & Uncultivated Plots

All plots are inspected 5 times a year, especially during the growing season, and would normally be 6-10 weeks apart.

At each inspection notes are made regarding the current cultivation of each of the plots. All plots should be at least 75% under cultivation. Photographs are taken of any plot where it appears not to have been cultivated, or had very little cultivation done, or does not appear to be actively worked on since the 1st April or the last inspection whichever is the later. The photographs are taken for any reference in the future and kept by the Lettings Officer.

If the plot is not under satisfactory cultivation then an email is sent to the Plot holder advising them of the fact that the plot is not under satisfactory cultivation and politely requesting the reason(s) why (e.g. ill health, struggling with the plot, etc.). Depending on the reply to this email will then depend on further discussions and decisions with the Tenant.

If there is no response to this first email a further email will be sent again requesting politely the reasons why the plot is not under satisfactory cultivation. Again, if there is no response then contact may be made via letter, telephone call or visit to the Tenant's property which will be the previous address provided that is in the Council's electoral area.

Termination of Tenancy by the Tenant

A Tenant may terminate their tenancy at any time by giving written notice either by email or letter to the Chair, Vice-Chair, Secretary or Lettings Officer stating when they will vacate their plot by and that they will remove any wanted items, tools or produce by that date.

If a Tenant moves outside of this parish, then they are expected to terminate their tenancy at the earliest convenient date or latest by the end of that financial year (31st March). If they do not, then the Tenant is in breach of the Council's policy, as stated on the Council's website, and they will not be allowed to renew their tenancy.

No rent refund will be given for any unused rental period.

Eviction of Tenant

Under the Constitution, the Committee shall have the authority and responsibility for the giving of notice to allotment holders for non-cultivation and/or non-payment of rent.

The Association or the Council may terminate a Tenancy Agreement and evict a Tenant because of one or more of the following reasons:

- Unpaid rent
- Uncultivated plot
- Abusive behaviour to other Tenants or Committee members
- Theft by them from the allotments

The Tenant will be notified in writing by either the Chair, Vice-Chair, Secretary or Lettings Officer that the Agreement has been terminated and the reason why. All approval of termination of tenancies must be made by the Chair or Vice-Chair.

No rent refund will be given for any unused rental period.