CONSTITUTION AND BYELAWS

This booklet contains the Constitution and Byelaws as adopted at the AGM on the 15th November 2012 and Byelaw changes made by the Management Committee on 12th June 2013.

The Constitution is registered with the FCA Register No 8220 R.
ALL PREVIOUS RULES RESCINDED

WINCHESTER NEW ALLOTMENT HOLDERS SOCIETY LTD

CONSTITUTION


This document is a compilation of all past rules and constitution of Winchester New Allotment Holders Society Limited and therefore supersedes all previous versions and is to be read in conjunction with the supporting Byelaws and Officers’ Standing Orders.

1 TITLE

1.1 The Society shall be called Winchester New Allotment Holders Society Limited, hereafter referred to as ‘the Society’ and shall be affiliated to the National Society of Allotment Holders and Leisure Gardeners (NSALG).

1.2 The Society is an Industrial & Provident Society (IPS), Register Number 8220 R, registered under the Industrial & Provident Societies Act of 1965 (IPS65). The FCA act as the Registering Authority. The Society's activity is limited.

1.3 The registered office of the Society is Allotment Site Office, Park Road, Winchester, Hampshire SO23 7BE.

2 OBJECTIVES

2.1 To promote the interests of all Members in their allotment activities, including co-operating with NSALG and other gardening Societies in matters of mutual interest.

2.2 To conduct negotiations with the local authority on all matters relating to the allotments.

2.3 To aim to provide sufficient land to meet the demands of current and future membership.

3 MEMBERSHIP

3.1 The Society has three types of Membership: Plotholder, Trading Member and Affiliated Group. Membership as a Plotholder shall be open to any person granted a plot and completing a New Member Application Request Form, confirming their acceptance of the Constitution and Byelaws, purchasing a share and paying the relevant rental as determined by the Annual General Meeting of the Society. If payment for the Share and the subscription is not received within 28 days from the request in the Application for Tenancy letter, then the application will be cancelled and the applicant will not be able to take up an allotment tenancy.

3.2 Trading Members and Affiliated Groups paying the appropriate subscription are entitled to use the Society's Trading Sheds but do not become shareholders or have voting rights.

3.3 All plots are to be kept in a reasonable state of cultivation to the satisfaction of the Management Committee and/or authorised representative who will undertake a regular inspection. Failure will result in the Plotholder receiving a letter of enquiry by a method of Recorded Delivery as to the reason (this will be deemed as the first warning). If the reply is not considered satisfactory (or a reply has not been received within a maximum of twenty-one (21) days of postmark) then a letter terminating membership will be sent by Recorded Delivery, giving that Member fourteen (14) days to quit the site. On receiving notice to quit, the Plotholder shall be held responsible for the removal of ALL personal property, this is to include crops but NOT fruit bushes/trees, within the specified time laid out above. Share money will be forfeited. During their membership, Plotholders may receive a maximum of two letters of enquiry, on a third occasion a letter of termination will be issued.

3.4 All Members are required, as part of the land leasing conditions, to assist in the maintenance of
adjoining paths and roadways, fences/hedges, buildings and other structures required for the adequate management of each allotment site.

3.5 Sub-letting of plots will not be permitted. A separate application is required for each tenancy. Any Member changing their address shall notify the Membership Secretary immediately in writing. Allotments shall be let only to Members of the Society whose applications are approved by the Committee. The Committee shall have the right to refuse any application without stating the reason, and shall also have the right to make special stipulations in regard to any tenancy.

3.6 The Convenor shall be notified of any malicious loss or damage to crops or property. The Society cannot be held responsible for any such losses that may occur. Members may inform their Convenor, or in their absence a Committee Member, of any suspected breach of the Constitution or Byelaws on any site. Action in accordance with the Constitution will be taken to resolve the issue at the discretion of the Management Committee.

3.7 The allotment cannot be considered to be let or treated as a market garden within the meaning of the Agricultural Holdings Act 1908. As such, produce shall not be sold on a regular commercial basis. The Management Committee reserves the right to cultivate un-let plots by mutual agreement for the benefit of the Society.

3.8 All Members are required to notify their Convenor and the Membership Secretary in writing of an intention to leave the Society, relinquish their plot(s) and are then to request the return of their share money and any other deposit within one month.

3.9 A waiting list of all people expressing an interest in becoming a Plotholder and current Members wanting more, or alternative plots, is held by the Membership Secretary and is available for inspection on request.

4 SHAREHOLDING

4.1 All Plotholder Members are required to purchase a share, at the value set by the AGM, which will be cancelled on cessation of Membership and offered for redemption subject to their good maintenance of their plot(s). If forfeited, this payment will be used to return the offending plot to a reasonable state of cultivation. The shares are non-transferable but are withdrawable on resignation, subject to this Constitution or on the death of the Member.

4.2 Shares may be held in the joint names of two people at the same address if requested on joining the Society. Any such share held in joint names will have only 1 vote at General Meetings of the Society.

4.3 All Members, at the commencement of their membership shall provide contact details including their full names, addresses, mobile and/or landline telephone numbers and e-mail addresses. Members must nominate a method of formal contact either by e-mail or by post. Members must further nominate a method of emergency contact by their Convenor or other Society Officer by either phone or e-mail. Returned, ie. un-deliverable e-mails, where the member has not notified a change will be deemed as delivered.

Such details shall be placed on the membership record, and shall for the purposes of the rules of this Constitution and the Byelaws and for all other purposes associated with the holding of the allotment by the Plotholder, and the exercise of Membership under this Constitution be the definitive and correct details unless notice of any changes have been received by the Hon Secretary or Membership Secretary.

4.4. In particular it is to be noted that in exercise by the Management Committee of any powers under the Society’s Constitution and Byelaws where notice is given of any matter to any Member, notice given or sent to the Member at the nominated postal/e-mail address on record shall be deemed as sufficient notice for all purposes.

4.5 Members records, including e-mail addresses, may be held on a computer system for administrative purposes only and will not be passed to any third parties.

4.6 Share Money and other deposits will be refunded on the death of a member.
5  **TERMINATION OF MEMBERSHIP**

5.1 The Management Committee shall have the right, for good and sufficient reasons concerning breach of the Constitution and its supporting Byelaws and Officers’ Standing Orders, to terminate the membership of an individual Member provided that the individual Member shall have the right to be heard by the next Committee Meeting before a decision is finalised. The Member may apply to an Appeals Panel.

6  **OFFICERS**

6.1 The Officers of the Society shall be as follows:

Chairman  
Vice-Chairman  
Honorary Secretary  
Honorary Treasurer  
Honorary Membership Secretary  
Honorary Trading Secretary  
Honorary Publicity Officer/Editor  
Convenors and Site Representatives as necessary for sites or groups of sites whose number may be determined by the Management Committee

6.2 At the discretion of the Management Committee up to two Members may be co-opted from the membership during the course of the year but such Members would drop out or seek election at the following Annual General Meeting. The Management Committee may in addition co-opt from the Officers or Members for the purposes of filling a vacant post.

6.3 The Management Committee shall be empowered to act for and on behalf of the Society, as it deems correct in the interest of the Society; its decision shall be final. Decisions may be referred by a Member to an Appeals Panel giving reasons in writing to the Hon. Secretary. The Chairman and either the Secretary or an Officer may take any executive emergency actions required where it is not practicable for the business to be decided upon at a committee meeting. Details of the action will be reported and recorded at the next meeting of the Management Committee.

6.4 The duties of the Officers shall be as laid down in the current Standing Orders held by the Honorary Secretary.

6.5 Officers are entitled to apply for and receive honoraria.

7  **ELECTION OF OFFICERS**

7.1 All Officers shall be elected at the Annual General Meeting of the Society, from, and by, the shareholding Members of the Society.

7.2 All Officers are elected for a period of two years, but may be re-elected to the same office or another office the following and subsequent years.

8  **MANAGEMENT COMMITTEE**

8.1 The affairs of the Society shall be controlled by a Management Committee consisting of the Officers of the Society. The Management Committee shall meet at agreed intervals and not less than four times a year. No business shall be transacted unless a quorum of six (6) is obtained.

8.2 The duties of the Management Committee shall be:-

8.2.1 To control the affairs of the Society on behalf of the Members.

8.2.2 To organise and keep accurate records of the meetings of the Society through the Secretary. To display a copy of the minutes of each meeting, once approved by the Committee, on the society’s website and at each site until the minutes of the next meeting become available.
8.2.3 To keep accurate accounts of the finances and deposits of the Society through the Treasurer. These should be available for reasonable inspection by Members and are to be prepared for inspection, in accordance with Section 13 below, before every Annual General Meeting. The Society shall maintain a bank current account and a deposit account and the following Officers shall be authorized to sign Society cheques: Treasurer and one of the following: Chairman, Vice-Chairman, Secretary or Trading Secretary. The Society will not contract loans or receive monies on deposit and will not borrow money. The latest balance sheet is hung up at all times in a conspicuous position in the Trading Shed.

8.2.4 To keep accurate records of Membership and Share holding through the Membership Secretary.

8.2.5 To operate Trading Sheds and keep accurate records of trading through the Trading Secretary.

8.2.6 To produce and circulate newsletters and publicity material through the Publicity Officer/Editor.

8.2.7 To monitor, control and maintain the sites through the Convenors and Site Representatives.

8.2.8 To make decisions on the basis of a simple majority vote. In the case of equal votes, the Chairman of the meeting shall be entitled to an additional casting vote.

8.3 Notice of rents, share payments and subscriptions as recommended by the Management Committee and approved by the AGM shall be sent to Members on, or before, the 1st September each year. Subscriptions shall be paid by Members by 31st October each year. The rental year shall be 1st October to 30th September the following year. Failure to pay all subscriptions by the 31st October will result in the Termination of Membership procedure being enacted.

8.4 The Management Committee shall have the power to set fees to recover costs in addition to the plot rental set at the AGM, to adopt Standing Orders for the Officers and to publish Byelaws giving rules on the amount of construction permitted per tenancy and the standards of practice and behaviour expected from members and visitors.

8.5 The seal of the Society will be a steel engraved one and shall not be affixed to any document without the express authority of the Management Committee. This will be attested by the signatures of two (2) officials of the Society, one (1) being the Secretary who will keep custody of the seal. Preparation and issuing of share certificates which carry the seal impression is delegated to the Membership Secretary.

8.6 Any dispute or question at issue shall be referred to the Management Committee whose decision will be final in all cases. Failure to abide by the Constitution and the Byelaws and/or the Management Committee’s decision may result in expulsion from membership. The Management Committee may be removed under the Special General Meeting procedure. Decisions may be referred by a Member to an Appeals Panel giving reasons in writing to the Hon. Secretary.

8.7 Profits will be used by the Management Committee for site improvement and machinery acquisition. The Society’s funds may not be invested.

9 GENERAL MEETINGS

9.1 The Annual General Meeting of the Society shall be held not later than the end of November each year. 28 clear days written notice shall be given to Members of the Annual General Meeting by circulating a copy of the notice to every Member at their last known postal/e-mail address and posting the notice on the Society notice boards at each site. Members must advise in writing the Secretary of any business to be moved at the Annual General Meeting at least 21 days before the meeting.

9.2 The business of the Annual General Meeting shall be to:-

9.2.1 Confirm the minutes of the previous Annual General Meeting and any Special General Meetings held since the last Annual General Meeting.

9.2.2 Receive the annual report from the Membership Secretary and the Trading Secretary.

9.2.3 Receive the accounts for the year from the Treasurer.

9.2.4 Appoint lay auditors and given leave to appoint a registered auditor, if required, for the purposes of preparing accounts, see Section 13 below,
9.2.5 Elect the Officers of the Society.

9.2.6 Review Society rental and subscription rates and the share purchase price and honoraria and agree them for the forthcoming year.

9.2.7 Transact such other business received in writing by the Hon. Secretary from Members 21 days prior to the Meeting and included on the Agenda.

9.2.8 To pass a motion to submit un-audited accounts to the Financial Conduct Authority as permitted under current legislation, see Section 13 below.

9.3 Special General Meetings may be convened by the Management Committee, or on receipt by the Secretary of a request in writing, from not less than 20 Members of the Society. At least 28 days notice of the meeting shall be given.

9.4 Nomination of candidates for election of Officers may be made in writing to the Secretary at least 21 days in advance of the Annual General Meeting date. Nominations can only be made by shareholding Members, must be seconded by another shareholding Member and countersigned by the nominee.

9.5 At all General Meetings, the chair will be taken by the Chairman or, in their absence, by a deputy appointed by the Committee Members attending the meeting.

9.6 Decisions made at a General Meeting shall be by a simple majority of votes from those shareholding Members attending the meeting. In the event of equal votes, the Chairman shall be entitled to an additional casting vote.

9.7 A quorum for a General Meeting shall be 12 Members and 3 Officers of the Society including one from the Chairman, Hon Secretary and Hon Treasurer.

10 APPEALS PROCEDURE

10.1 The Management Committee will appoint and will take notice of the decision of an Appeals Panel consisting of three Members of the Society who were not involved in the original decision who will be appointed for the purpose of hearing the appeal.

11 ALTERATION TO CONSTITUTION

11.1 Any proposed alterations to the Society Constitution may only be considered at an Annual or Special General Meeting, convened with the required written notice of the proposal. Any alteration or amendment must be proposed by a Member of the Society and seconded by another Member. Such alterations shall be passed if supported by not less than two-thirds of those Members present at the meeting, assuming that a quorum has been achieved.

11.2 Amendments to this Constitution must be submitted to the FCA (as Registering Authority) to be registered and are not valid until so registered.

12 DISSOLUTION

12.1 If at any General Meeting of the Society, a resolution be passed calling for the dissolution of the Society, the Secretary shall immediately convene a Special General Meeting of the Society to be held not less than one month thereafter to discuss and vote on the resolution. A resolution to dissolve must have the consent of three-quarters of the membership, testified by their signatures.

12.2 If at that Special General Meeting, this resolution is carried by three-quarters of the Members present at the meeting, the Management Committee shall thereupon, or at such date as shall have been specified in the resolution, proceed to realize the assets of the Society and discharge all debts and liabilities of the Society including the refund of share monies.

12.3 After discharging all debts and liabilities of the Society, the remaining assets shall not be paid or distributed amongst the Members of the Society, but shall be given or transferred, on a majority vote of Members attending, to some other voluntary organization having objects similar to those of the Society.
13 PREPARATION AND SUBMISSION OF ACCOUNTS

13.1 The Members shall vote annually, as allowed by the Deregulation (Industrial and Provident Societies) Order 1996, at the Annual General Meeting, to have when necessary in law, or where the membership requires, an audit carried out by a registered auditor, or an audit carried out by two or more lay auditors, or a report carried out by a registered auditor, or unaudited accounts, where the conditions for such exist.

13.2 If a full audit or report is required, a person who is a qualified auditor under section 7 of the Friendly and Industrial and Provident Societies Act 1968 or section 36 of the Friendly Societies Act 1974, shall be appointed. The qualified or lay auditors, if so appointed, shall not be officers or servants of the society and nor shall they be partners of, or in the employment of, or employ, an officer or servant of the society.

13.3 Lay auditors shall be chosen by the Committee of Management from the general membership and/or others.

13.4 If the membership vote for unaudited accounts, the society's income/expenditure ledger shall be scrutinised by the secretary and committee members only and signed, as a true record, by the Secretary and two committee members or such other number as may be required by legislation. An income/expenditure report will be prepared to present to the society's members at each Annual General Meeting.

13.5 These accounts will then be submitted to the FCA in accordance with their current regulations.

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GENERAL

In these Byelaws:
“Allotment Site” refers to a whole area of individual allotment holdings
“Allotment” is an individual allotment holding.
“Plotholder” is the holder of an allotment holding by reason of an agreement to rent a holding from the Winchester New Allotment Holders Society Limited.
“The Society” is the Winchester New Allotment Holders Society Limited.

The following Byelaws are intended to foster safe allotment practice on all sites. Members found to be in breach will be subject to Rule 5.1 of the Constitution of the Society.

Plotholders are reminded that at all times they act at their own risk. There are many natural and man-made hazards on each Allotment Site with its constituent plots, including buildings, trees, fruit cages, track ways, paths, differing ground levels, fences, machinery, tools, various activities, glass, bonfires and water provision. All Plotholders are expected to make themselves aware of all such potential hazards.

Plotholders are requested to cut long grass, dandelions and other weeds regularly and before they seed.

ACCESS FROM ADJACENT PROPERTIES

Plotholders who own or occupy properties adjacent to an Allotment Site are permitted to gain access to the Allotment Site directly from their properties, only as Plotholders, and in accordance only and for as long as they have rights to hold an allotment by agreement with the Society. No other rights of way, access or other rights are intended to be created by the Society on behalf of Plotholders.

ASBESTOS

Any asbestos found by a plot holder is NOT to be disturbed or moved and is to be reported to the Convenor or Site Representative, who is required to initiate an entry in the Asbestos Risk Register.

Plotholders must not bring asbestos based products such as flat or corrugated sheet on to any site.

The Management Committee will require the plot holder to safely remove any such import at the plot holder’s expense.

BEES

Members may keep Honey Bees on Allotment sites subject to the following provisos:-

   a) The written permission of the site Convenor. This permission must be renewed annually, and must specify the location of the hive(s).

   b) Any plot holder wishing to keep bees must be a fully paid up and insured member of a recognised local bee keepers association. Evidence of such membership will be required.

   c) The hive(s) must be sited in such a manner that the flight path of the bees does not immediately cross a track or access path,

   d) The hive(s) must have a 6ft high screen sited so as to force the bees to fly upwards on leaving the hive.

   e) The Society will not be liable for any accident arising from members taking advantage of this permission.

   f) Before relinquishing their plot(s) and membership of the Society, the Plotholder must remove the bees, their hives and re-instate the location to the satisfaction of the site Convenor.
BONFIRES

Bonfires are permitted on all Sites at the discretion of the Convenor or Site Representative.

Bonfires may only be lit on any site from and including 1st October to 30th April.

PLEASE NOTE

There are now insurance requirements as follows: that
   a) Fires are to be in a cleared area at a distance of at least 10 metres from any property.
   b) Fires are not to be left unattended at any time.
   c) A suitable fire-extinguishing appliance is to be kept available for immediate use.
   d) Fires are to be extinguished at least one hour prior to leaving the site.

Any Plotholder who does not conform to the above requirements may cause a loss of insurance cover and would therefore be acting entirely at his or her own risk as to all potential consequences.

It is further required that smoke from bonfires drifts away from local housing at Park Road and Edington Road.

Burning of diseased or poisonous plants is at the discretion of the Convenor or Site Representative who may allow the burning to take place outside the permitted dates.

Burning of plastic and other man-made waste is not permitted.

BOUNDARY FENCES

Plotholders adjacent to boundary fences are to report any damage or decay of the boundary fences to the Convenor or Site Representative.

CHEMICAL STORAGE

Members must store chemicals, in quantities solely for their own use and appropriate to the size of plot, under lock and key in their sheds. Storage of bulk chemicals will only take place with the agreement of the Convenor or Site Representative.

CHILDREN

The Society wishes to encourage children to take an interest in allotments but to reduce the risk of accidents, children whilst on site are to remain under supervision of an adult at all times and should keep to the Plotholder’s plot. Plot based play areas and associated equipment will be subject to continuous review by the Convenor or Site Representative. Tree houses and tree ladders are not permitted.

CODE OF CONDUCT

Plot holders must not enter other plot holder’s plots or borrow their tools, canes or other material without their prior permission.

EMERGENCY ACTION

The Chairman and either the Secretary or an Officer may take any executive emergency actions required where it is not practicable for the business to be decided upon at a committee meeting. Details of the action will be reported and recorded at next meeting of the Management Committee.

DISEASE CONTROL

Plotholders are to remove and safely dispose of diseased plants from their plots to minimise spread of diseases particularly blight. Failure to do so will result in the Convenor notifying the plotholder and taking remedial action as necessary.

DOGS

Dogs should be kept under close control at all times. Waste must be removed from the site and not composted.
FIREARMS

The use of airguns, shotguns or any other kind of weapon is prohibited on all sites. Express permission may be granted by the Management Committee to a fully licensed and insured marksperson for pest control purposes.

FIRST AID

Plotholders are requested to have a First Aid Kit readily available for use.

GREENHOUSE, SHEDS, POLYTUNNELS

All such structures should be a reasonable size appropriate to the size of the Plotholder’s plot. Before erecting such structures, permission should be sought from the Convenor or Site Representative. Convenors shall have the discretion to set maximum sizes for such structures.

They shall be maintained in a safe and tidy construction and the roof shall not be used for storage of materials.

HEDGES

Members are not to plant hedges.

ISSUE OF KEYS

All plot holders on locked sites must obtain a key on a refundable deposit from their Convenor, Site Representative or Membership Secretary for their locked site. Losses are to be reported to the Convenor or Membership Secretary and the deposit will not be refunded. Plot holders will be required to obtain a replacement key on a refundable deposit.

LOCKED SITES

The policy is to maintain locked sites. Plotholders must obtain a key to their site from the Membership Secretary on a refundable basis.

Plotholders are to lock the gate after entering and after exiting their site except at the Park Road site during Trading Shed opening hours.

Plotholders who refuse to obtain a key or who persistently leave a gate unlocked and/or open will be subject to Rule 5.1 and may lose their plot holding and forfeit their share money.

Key money will be refunded on the return of any keys held.

MACHINERY & ASSOCIATED SAFETY EQUIPMENT

Plotholders using the Society’s machinery are to use the available safety equipment. Plotholders using their own equipment do so at their own risk and must have due regard for the safety of others. Children under the age of 16 must not operate equipment.

MOTOR VEHICLES

Motor vehicles and trailers may be brought on to the Park Road and Edington Road sites. Vehicles must be driven with consideration and a 5 mph speed limit observed. Vehicles are to be parked only in designated parking areas and not, apart for loading and unloading, on access paths and tracks.

PATHS

All access paths are to be kept free from obstructions including tools, stones, hoses, wire, brambles etc to reduce where possible the risk of trips and falls. Grass paths next to plots are to be cut by Plotholders. Access paths should be a minimum width of 2 feet and should be kept level.

PAVING SLABS

The use of paving slabs is to be kept to a minimum and agreed with the Convenor
PLOT RUBBISH & WASTE

Plotholders are to dispose of the waste arising from their plots in a responsible manner. Rubbish piles are not allowed. Plotholders are encouraged to compost organic waste, to use stones for internal paths and to dispose of metallic and other non-organic waste from their plot in the skip if provided or to the recycling centre at Bar End.

PLOT IMPORTS

Plot holders are to limit ‘imports’ to their plots to compostable waste only and are not to use any site in pursuance of any commercial interest. Household hedge trimmings and other waste are not to be brought to the site and burnt.

POISON

The Convenor or Site Representative must be consulted before the laying of any vermin poison.

PONDS

Plotholders must cover their existing ponds with a child proof steel mesh or grid during periods of non-attendance. Additional ponds will not be permitted and existing ponds will be removed by the Plotholder at the termination of tenancy, unless under the supervision and with the permission of the Convenor or Site Representative a new Plotholder agrees to take over and be fully responsible for an existing pond.

TREES

Fruit and nut trees should be grown on a dwarfing rootstock to avoid the trees growing so large as to interfere with the use and enjoyment of adjoining plots. All trees must be kept to a reasonable size appropriate for the Plotholder’s plot, and may be subject to survey and removal on agreement of the existing and adjacent plot-holders.

Members are not to plant hedges.

WASP NESTS

Plotholders are to report wasp nests to the Convenor.

WATER SUPPLY

Plotholders are to report water leaks, damage to water taps, pipes and their supports and to water tanks to the Convenor. Water sprinklers are not permitted.

WATER TROUGHS

For safety reasons, all water troughs are to be covered by a childproof steel mesh or grid.

WEED KILLER

Weed killer is only to be used with the express agreement of adjacent Plotholders. Weed killer is to be used sparingly and only on a calm day to prevent drift. A plot holder using weed killer will be responsible for any damage caused by any drift onto other plots.

WEEDS

Any poisonous weeds are to be pulled using gloves and disposed of safely.

WORKING PARTIES

Plotholders are invited to join periodic working parties for the benefit of the Allotment Site at the direction of the Convenor or Site Representative. Plot holders may request assistance from such a working party.
PLEASE NOTE

Winchester New Allotment Holders Society Limited

Return this signed slip to the Hon Secretary or Membership Secretary in the reply envelope supplied

I agree to abide by the WNAHS Ltd CONSTITUTION AND BYELAWS

Signed:..............................................................

Plot No(s):............................... Site:..............................................................

Date:..................................................

Please note that failure to return this slip shall be deemed as acceptance of being bound by the Constitution and Byelaws unless formal notice is given in writing by the Member to the Hon Secretary or Membership Secretary within 28 days of receipt of these Byelaws and Constitution. Failure to agree to be bound by the Byelaws and Constitution may result in membership and allotment tenancy being terminated.