



Allotment Rules 2017



Allotment Rules

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1 Introduction

- 1.1 The council has 557 plots within Kings Lynn. Without a town council the responsibility to manage the allotment stock falls to the borough council. Allotments in village areas fall to the respective parish councils to manage.
- 1.2 The council has the power to make rules in order to regulate the arrangements regarding the letting of individual plots on its allotment sites.
- 1.3 These rules apply to all allotments managed directly by the council, even if held under a tenancy agreement before the rules came into operation.
- 1.4 Any changes and amendments to these rules that may be required will be communicated to all tenants with a minimum notice period of 2 months, prior to the change.
- 1.5 These rules and any subsequent versions that are produced to include updates will be made available to all new tenants as part of a new starter pack, and to all existing tenants upon request. They will also be published on the council's website.

2 Definitions and Interpretation

- 2.1 Council (Us/We) – The borough council of Kings Lynn and West Norfolk.
- 2.2 Tenant (You) – The tenant that has or will sign the tenancy agreement for plots. This person will be liable for all aspects of the plot.
- 2.3 Family Member – Any member of your immediate family.
- 2.4 Co worker – A friend or relative that wants to regularly help out on the allotment, with a view to being provided the option to take on the responsibility should you wish to give the allotment up.
- 2.5 Cultivation – This is where you are actually growing and cultivating your produce. Crops can include both vegetables and fruit. Included in the definition of cultivation is the area under fruit trees, areas where you keep your livestock (if you have any), and any greenhouse or polytunnel. Paths and areas where you store materials or place your shed are not included as cultivation.
- 2.6 Allotment plot – The area of land that has been leased to you within the tenancy agreement you will have signed.
- 2.7 Allotment site – The entire area within the boundary markings where the allotments are. There are several allotment sites within Kings Lynn.

- 2.8 Breach – Where you as the tenant have contravened the rules that are detailed within this document and/or the tenancy agreement.
- 2.9 Hazardous material – Any materials that are considered to have the potential to cause harm. This includes but is not limited to: chemicals (especially those in unmarked containers), asbestos, glass and barbed wire.
- 2.10 Livestock – Livestock is any animal that we give permission to be kept on an allotment. This is limited to 6 hens (No Cockerels) and /or 6 rabbits, and Bees. In order to be permitted to keep livestock, please read section 13.
- 2.11 Perennial weeds – Perennial weeds are a flowering weed that can produce both by seeds and by the spread of energy-storing vegetative parts, such as roots or tubers. Regeneration by vegetation is a unique characteristic to perennial weeds, meaning even the smallest root or stem can reproduce an entire plant.
- 2.12 Visitors – Anyone that you invite onto the allotment site with you.

3 Site Management

- 3.1 The allotment sites to which these rules apply are those managed and maintained by the Borough Council of King's Lynn and West Norfolk.
- 3.2 You are obliged to report any incidents or accidents, or any noted breach of tenancy agreement or rules direct to the allotment section via 01553 616200 or via www.west-norfolk.gov.uk.
- 3.4 You are encouraged to report any form of criminal activity direct to the police via the appropriate number.
- 3.5 We will arrange and carry out regular site inspections, to ensure that the site is being properly maintained and used.
- 3.6 We will endeavour to keep un-allocated plots tidy, and prevent them from becoming overgrown. Please report any unattended plots to allotments@west-norfolk.gov.uk for us to action any works required.
- 3.7 We reserve the right to access any plot or structure in order to carry out these inspections, which are used to ensure that the plots are being used for their primary purpose and are well maintained.
- 3.8 Photographic evidence may be used to aid inspections.

- 3.9 You must not alter, or permit to alter, any fittings, facilities or security measures put in place by us. This includes, but is not limited to, locks, keys, fencing, gates or water fittings.

4 Eligibility Criteria

- 4.1 To be considered for an allotment you must:

- Be over 18 years of age
- Be resident within the un-parished area of King's Lynn, those living within the parishes of the greater Kings Lynn area should contact their parish council.
- Not already have an allotment in another area of the Borough Kings Lynn and West Norfolk
- Not have any outstanding debts with the council. This is checked by the Revenues Department as part of the application process.
- Be on the waiting list for the site preferred, applications may be made for more than one site, however once you are allocated with a plot, your requests will be removed from other waiting lists.

5 Allocation of Plots

- 5.1 The allocation of plots is limited to two plots per household.
- 5.2 Once you have reached the top of the waiting list, you will be offered the next vacant plot on the site you have applied for. Applicants are given two weeks to respond to any offer made. Failure to respond will result in removal from all waiting lists, and the plot will be allocated to the next person on the list.
- 5.3 Should you decide to refuse the first plot you are offered, but wish to remain on the waiting list, you will be returned to the list as at the date of the refusal.
- 5.4 All allotments are let on an as seen basis; photographic records are kept of the allotment conditions at the point of letting, by the council.
- 5.5 If you move from Kings Lynn into a nearby parish you may keep the allotment until the end of the tenancy agreement, or the end of the financial year (whichever date occurs first), providing that the allotment plot does not fall into any breach of the tenancy agreement and rules and continues to remain well cultivated and tidy.
- 5.6 As the tenant, you may enlist the assistance of family members to help you cultivate your allotment, these are known as co-workers. You can register one co-worker per plot with the council. The registered co-worker will be offered the allotment plot should you decide to terminate the tenancy, or in the case of death. The co-worker must also fit the eligibility criteria detailed in Section 4, in order to be registered.

- 5.7 A family member that wishes to be considered for the allotment should you decide to terminate your tenancy, should also confirm their registration as a co-worker with us. They must comply with the eligibility criteria to be considered and be registered you terminate the tenancy.
- 5.8 You are responsible for the conduct and activities of any person(s) that you allow onto the allotment site, in accordance with section 6.2.
- 5.9 The Tenancy of an Allotment is personal to you. Pursuant to **Section 27 (4) of the Allotment Act 1908**, you may not assign, underlet or part with possession of all or part of the allotment, including any structure. Breach of this rule by any tenant may result in termination of the tenancy agreement.

6 Tenant Responsibilities

6.1 Your Tenancy

- 6.1.1 When you have been offered and have accepted a plot, you will be asked to sign a tenancy agreement. It is a yearly tenancy, which continues running year to year, unless terminated by either party.
- 6.1.2 To coincide with the growing season, the tenancies will run from the 1st October to the 30th September. You can be offered a plot at any point within the year.
- 6.1.3 By signing the tenancy agreement you are accepting the plot in the condition it is presented to you, and to adhere to these rules.
- 6.1.4 You are responsible for the safety of your allotment. Some insurance companies offer public liability cover through home policies and you should make relevant enquiries as necessary. The Council accepts no liability for any loss, damage or injury to tenants, family members or their belongings occurring on their allotment sites
- 6.1.5 Dogs are welcome on the allotment site, and should be on leads at all times, and you must clear any dog fouling and take this home with you to dispose of. Dog's faeces cannot be used on your compost heap.
- 6.1.6 It is your responsibility to ensure that your address, telephone, email and other personal information changes are reported to us, in order to keep records up to date.
- 6.1.7 You must provide and maintain a marker that clearly identifies your plot number at the front boundary of your plot.

6.1.8 We expect allotments to be 60% cultivated within the first three months of any tenancy. Even if the tenancy is taken on over the winter months, we still expect tenants to make a start in preparations for spring. The area under fruit trees is included as cultivation, as is any areas for livestock; however areas where you place sheds are not included in the 60% cultivation area.

6.2 Tenant Conduct

6.2.1 You must not do anything on your allotment or behave on the allotment site in such a way that can be considered a nuisance, by other tenants, neighbouring residents, or council officers. This can include:

- Rowdy behaviour, excessive noise, swearing or shouting
- Failing to maintain your plot boundaries
- Failing to keep livestock in accordance with the guidelines provided in Section 13.
- Failing to comply with any other rules contained within this document
- Having an excessive amount of bonfires
- Burning materials that could be considered hazardous
- Having bonfires during the prohibited season

6.2.2 You must not harass, intimidate or abuse anybody else on the allotment site. Harassment includes offensive behaviour directed at people because of their age, gender, disability, racial group, sexual orientation, religion or belief. This also includes indirect threats towards or making malicious comments about other tenants

6.2.3 You will not at any time use offensive language or offensive/aggressive behaviour towards other tenants, council officers or members of the public. You should be respectful and polite regardless of their race, gender, disability, age, sexual orientation, religion or belief.

6.2.4 We reserve the right to issue one month's Notice to Quit, if these are not adhered to.

6.2.5 You are responsible for the conduct and activities of anybody you allow on the allotment site.

6.2.6 You shall not allow children onto the site unless accompanied and supervised by the plot holder or other responsible adult.

6.2.7 You shall not cause or permit any nuisance or annoyance to any other tenant, or obstruct or encroach onto other plots paths or roadways.

6.2.8 You must not live in, or temporarily sleep overnight in any part of your allotment.

7 Rent and Rent Payments

- 7.1 Following the signing of your tenancy agreement, you will receive a bill for the rent owed on the plot up until the end of the current year (30th Sept). This must be paid immediately.
- 7.2 Thereafter your allotment rent will be charged annually on the 1st October, You will receive a bill for the full amount, which must be paid within 40 days of issue. Failure to pay will result in the termination of your tenancy.
- 7.3 Rent charges are reviewed on an annual basis as part of the council's budget setting process. You will receive 12 months' notice of any rent changes.
- 7.4 Information on how to pay your allotment rent can be found on the reverse of the invoice you will receive.
- 7.5 Due to the administrative costs involved, should you decide to terminate your tenancy during the year, you will not receive a refund of the rent paid. Likewise you will not receive a rent refund if your tenancy is terminated due to a breach of these rules.

8 Cultivation

- 8.1 You must cultivate the plot wholly or mainly for the production of vegetable or fruit crops for your own personal use.
- 8.2 You must not use your plot, or any part of it to carry out any form of business or grow produce for sale. Should evidence be found or provided to us that the produce you grow is being used for business benefit, your tenancy will be terminated with immediate effect.
- 8.3 The allotment plot should be at least 60% cultivated at all times. This includes the area taken up by any greenhouse or polytunnel that is installed on the plot and the area under any fruiting trees.
- 8.4 You must keep all uncultivated areas and the areas under trees mown and free from weeds.
- 8.5 You must respect the rights and safety of other allotment users at all times.
- 8.6 You are permitted to use chemicals that aid the control of weeds, however you must select products that are:
 - Permitted for use, and that do not require a registered licence for use
 - That are designed to minimise harm to wildlife, humans and other animals
 - Only use these within the confines of your plot and not in communal areas.

- 8.7 The tenant will not plant any invasive plants, shrubs or trees other than fruiting trees grown on a dwarf rooting stock to limit height and in any case not to allow any plant to exceed 12 feet in height.
- 8.8 We appreciate that for new tenants it can take up to three months to fully cultivate your plot.
- 8.9 If you find that for any reason you are temporarily not able to tend to your plot, you must make us aware of this as soon as is possible, in order to avoid enforcement action.

9 Buildings and structures

- 9.1 You are not permitted to install or erect without written permission from us. Applications to install or erect a structure must be accompanied by a specification of the proposed structure and include dimensions.
- 9.2 Each allotment plot is restricted to one shed, one greenhouse or poly tunnel, and a fruit cage each of which not to exceed the following sizes*:

*All Sizes are in Metres

Structure	Length	Width	Height	Depth	Area
Green House/ Polytunnel	3.7	2.5	2 (Eaves) 2.6 (Ridge)	N/A	9.25m ²
Fruit Cages	3.7	2.5	2	N/A	9.25m ²
Shed	2.5	1.8	2 (Eaves) 2.6 (Ridge)	N/A	4.5m ²
Pond				0.5	3m ²
Hen House	2.7	1.8	2 (Eaves) 2.6 (Ridge)	N/A	4.8m ²
Hen Run	3.6	3.6	2	N/A	3m ²
Rabbit Hutch	2.5	1.2	1	N/A	3m ²
Rabbit Run	2	2	1.2	N/A	4m ²

- 9.3 You must adequately maintain all structures in a good state of repair and condition. If we are not satisfied with the state of repair, we may ask you as the tenant, to either make the necessary repairs, or remove the structure forthwith. This does include any structure that was already situated on your plot when your tenancy began.
- 9.4 All structures on allotments, whether erected by you, or that was already in situ on the allotment plot at the commencement of tenancy, must only be used in connection with the use and management of your plot.

- 9.5 If you decide that the existing structure is no longer required or wanted, you are responsible for dismantling it and disposing of it responsibly.
- 9.6 When you relinquish your tenancy, you will be expected to remove any buildings and structures from the allotment site before the plot is re-allocated, unless otherwise agreed by us. This should be completed before the agreed end date of the tenancy. Following the end of this period, we will make the assumption that you are releasing the buildings/structures into our ownership, and as such they will subsequently either be offered for use by the new tenant or disposed of by us, and the costs incurred from doing so, will be billed to you as the outgoing tenant.
- 9.7 We strongly advise that you do not store valuable equipment and materials in any structure.
- 9.8 You must not store lubricants, flammable or dangerous chemicals on the allotment site and compensation will be sought by either the Council or neighbouring plot holder in the event of damage caused by an accident resulting from any contravention of this rule.
- 9.9 You are permitted to install compost bins or small structures intended for such purpose and support structures for soft fruits.
- 9.10 Barbed wire is not permitted on any part of the allotment site.
- 9.11 If you build a structure that has not been granted permission by the council we may:
- Issue you with a formal notice to dismantle and dispose of it responsibly
 - Dismantle the structure and remove it ourselves if you fail to do so, and pass the costs for doing so on to you.
- 9.12 You cannot use concrete or other semi-permanent materials to build or support any structure on your plot.

10 Boundary features

- 10.1 You must ensure that your boundary features are kept in a tidy and good state at all times, and do not present any form of danger to passers-by or other allotment users.
- 10.2 You are not permitted to allow any boundary hedge to grow above 5 feet in height.
- 10.3 Any fencing that you build must not be above 6 feet, and must provide a method of seeing across the plot from the outside for inspection purposes.

- 10.4 Any existing boundary features that is greater than 6 feet must be rectified and brought back into line with these rules. Failure to carry this out may constitute a breach of tenancy and will be dealt with as such.
- 10.5 You must not use harmful materials within your boundary; this includes materials such as barbed wire, nails, and glass.
- 10.6 You must not obstruct access or pathways where your allotment has a shared gate.
- 10.7 Where there is a surrounding hedge to the plot the tenant will keep it to a height of 5ft or below, and will ensure that the hedge is kept tidy. You will be expected to respect the RSPB guidance on hedge cutting with regards to ground bird nesting season.
- 10.8 All arising that are collected from hedge cutting must be composted on your plot, or removed and disposed of responsibly.
- 10.9 You must provide and maintain a marker that clearly identifies your plot number at the front boundary of your plot.

11 Storage and Materials

- 11.1 You may only store materials on your plot that are for use on the plot to aid cultivation and maintenance.
- 11.2 You must comply with all guidance and regulations regarding the storage of your materials.
- 11.3 You must not import asbestos onto your plot, should new asbestos be found during an inspection, we will arrange specialist disposal of this, and recharge these costs to you.
- 11.4 You shall not deposit, or permit to be deposited any refuse, rubbish or any extraneous matter on your plot, or any other part of the allotment site. All arisings from the permitted allotment activities shall either be composted on your plot or removed by you to an authorised green waste facility.
- 11.5 You will not take, sell or carry away minerals, gravel or clay from the allotment site.
- 11.6 You will not bring any hazardous materials onto the allotment site.
- 11.7 You are permitted to store a limited amount of materials such as timber that are intended for use on your allotment. These materials should be removed if they have not been put into use in compliance with these rules within six months.

- 11.8 You shall not use Carpet, underlay or similar material as a weed suppressant, due to their toxic qualities, and will be asked to remove these immediately if they are found to be present on your allotment during inspections or at the end of your tenancy. This is because carpet and underlay can leach toxic chemicals into the ground, which may affect the quality of the soil and produce grown in it.
- 11.9 When using pesticides or fertilisers on their plot, you must:
- a. Take all reasonable care to ensure that other plots, paths, hedges and trees are not adversely affected, and must make good, or replant as necessary should any damage occur.
 - b. Select and use pesticides, whether for spraying, seed dressing or for any other purpose whatsoever, so that there is minimal risk to members of the public, birds and other wildlife, with the exception of vermin or pests.
 - c. Comply at all times with current pesticide regulations including storage.
- 11.10 You must not store lubricants, flammable or dangerous chemicals on the allotment site and compensation will be sought by the Council or neighbouring plot holder in the event of damage caused by an accident resulting from any contravention of this rule.
- 11.11 You should not use any kind of tyres on any part of your allotment plot.

12 Waste Disposal/Bonfires/ Hazardous materials

- 12.1 Bonfires are not permitted at all on any allotment site between 1st March and 31st October.
- 12.2 Bonfires are only permitted between 1st November and 28th February.
- 12.3 You may only burn material generated from your allotment, you must not bring material in from anywhere else to burn.
- 12.4 You must ensure that the location of the burn site is safe, and that the wind direction will prevent smoke from polluting any local residents or other allotment tenants.
- 12.5 You must not:
- Use any form of accelerants, including petrol or paraffin.
 - Leave a bonfire unattended – you must remain present until the fire is fully extinguished.
 - Burn any non-organic materials or waste (for example – Plastics, painted or treated wood, carpet, textiles, membranes, tyres)

- 12.6 Prior to lighting a bonfire you must ensure that the burn site is safe and that there are no hedgehogs or other forms of wildlife in the pile of material to be burnt.
- 12.7 Bonfires are only permitted within your own plot boundary and not on any other area of the allotment site.

13 Livestock and Bees

- 13.1 Section 9 of the Animal Welfare Act of 2006 makes owners and keepers legally responsible for making sure that the welfare needs of their animals are met.
- 13.2 Failure to comply with the act may result in criminal prosecution leading to a fine of up to £5,000 or imprisonment.
- 13.2 Livestock may only be kept on an allotment plot following the completion of the appropriate application form, and the receipt of the written consent from us.
- 13.3 Livestock that can be kept on an allotment plot is restricted to hens, (not cockerels), rabbits and under certain circumstances, bees. This is limited to 6 hens (No Cockerels) and /or 6 rabbits, and Bees.
- 13.3 The basic requirements of the livestock being kept should be met at all times. It is your responsibility to see that this is the case at all times, and to adhere to the Animal Welfare Act of 2006.
- 13.4 You must not rely on neighbouring tenants to tend to your livestock, and will be expected to attend your plot for this purpose at least twice per day.
- 13.4 The conditions of the livestock and the associated shelters form part of the allotment inspections.
- 13.5 To be granted permission to keep livestock, please read the 'Keeping Livestock' guidance notes, and complete and submit the online application form found on the council allotment pages.
- 13.6 If at any time your livestock is found to be in poor conditions, without their basic needs met, we will pass on your details and evidence of the animals condition, to the RSPCA.

14 Water

- 14.1 You must not alter, or permit anyone to alter the water supply system or any fittings, on the allotments provided by us.
- 14.2 On the sites where water is provided, we will endeavour to maintain the fittings in good working order.

- 14.3 On the sites where water is provided, you must not, and shall not connect or permit to be connected any form of hosepipe or watering system.
- 14.4 During drought conditions to comply with enforced hose pipe bans the water supply will be turned off. You must plan for this and collect water within your allotment plot.
- 14.5 We will arrange to have the water supply turned off during the winter months (between beginning of November and April each year) to protect against burst pipes.

15 Composting

15.1 Composting is encouraged on all allotment plots, as a vital and important part of gardening

15.2 You should only compost natural green waste from your plot and from your kitchen, such as:

- Tea bags
- Grass cuttings
- Vegetable peelings, salad leaves and fruit scraps
- Old flowers and nettles
- Coffee grounds and filter paper
- Spent bedding plants
- Rhubarb leaves
- Young annual weeds (e.g. chickweed)
- Crushed egg shells
- Egg and cereal boxes
- Corrugated cardboard and paper (scrunched up)
- Toilet and kitchen roll tubes
- Garden pruning's
- Twigs and hedge clippings
- Straw and hay
- Bedding from vegetarian pets
- Ashes from wood, paper and lump wood charcoal
- Sawdust and wood chippings
- Wool
- Woody clippings
- Cotton threads and string (made from natural fibre)
- Feathers
- Vacuum bag contents
- Old natural fibre clothes (cut into small pieces)
- Tissues, paper towels and napkins

15.3 You should never put the following materials in your composting bin:

- Cooked vegetables
- Any form of meat
- Any form of dairy product

- Any form of fish, seafood products
- Diseased plants
- Dog or Cat Faeces
- Baby's Nappies

Putting these in your bin can encourage unwanted pests and can also create unpleasant odours. You should also try to avoid composting perennial weeds (such as dandelions and thistles) or weeds with seed heads. Remember that plastics, glass and metals are not suitable for composting and should be recycled separately using your household recycling bin.

16 Vehicle access/use/parking

- 16.1 You must not park your car or any other vehicle on any part of your allotment plot. This includes but is not limited to trailers, caravans, motorbikes or other motorised vehicles.
- 16.2 Vehicle access to your plot is limited to the delivery and collection of materials that cannot be transported via any other method.
- 16.3 Whilst driving within the site boundaries, you must observe a speed appropriate to such a built up area, and respect other users.
- 16.4 During the winter months, you should refrain from driving over ground and pathways that are liable to be damaged, or made dangerous as a result.
- 16.5 You must not use any part of your allotment plot to store any form of trailer or caravan.

17 Termination of Your Tenancy

17.1 Termination due to Breach of tenancy

17.1.1 We may decide to terminate your tenancy providing one months' notice if:

- You have had your allotment for longer than three months and you are not cultivating.
- You consistently breach the clauses of the tenancy agreement and the associated rules.
- Your rent has not been paid within 40 days of the invoice.
- You are no longer living in the un-parished areas of Kings Lynn and are reaching the end of the tenancy or financial year.

17.1.2 If it is determined that a breach has occurred and/or where there is no visual improvement undertaken by the tenant, we will notify you in writing, providing you the opportunity to rectify the breach identified.

Notifications are as follows:

- Notification of a Breach of Tenancy rules
- Notice to Tidy
- Notice to Cultivate

17.1.3 Failure to make significant improvements/or failure to rectify the breach will result in a Notice to Quit.

17.1.4 If it appears that you are not cultivating your allotment and you have not contacted us to give a reasonable explanation, we will take enforcement action to terminate your tenancy. You must contact us immediately to ensure that this action does not go further.

17.1.5 Failure to pay the rent within 40 days of the invoice will result in the commencement of enforcement action

17.1.6 Persistent breaches of tenancy agreement and rules (3 or more), will not be tolerated, and we will consider ending the tenancy should this occur.

17.1.7 We may end your tenancy by re-entry at any time after giving you three months' written notice if the allotment is required for some other purpose.

17.1.8 We may end your tenancy, in any circumstances, by giving you 12 months written notice, and provided that the notice period expires in the winter months (between 29th September of that current year and 6th April if the following year).

17.2 Tenant requested termination

17.2.1 Should you decide to terminate your tenancy, you need to inform us in writing providing at least one months' notice. You will be required to sign a Termination form, which is available on line, or can be sent to you at your request.

17.2.2 You can deliver your termination form via email; by post or you can hand deliver it to the main council offices on Chapel Street, addressed to the Allotments Manager.

17.3 Following Termination of Tenancy

17.3.1 At the end of your tenancy you must return your plot to us in a reasonable condition and in compliance with these rules.

17.3.2 At the end of your tenancy, you must return any keys that have been issued to you by us.

- 17.3.3 If the plot you are vacating has padlocks that you have supplied, you must either remove these on the termination date, or provide us with the keys, so that we may gain full access.
- 17.3.4 Any waste, debris, materials or other items, that could not be used by the next tenant that have not been cleared from the plot by the termination date, will be disposed of by us, and the cost of this will be recharged to you.
- 17.3.5 Any livestock that is not removed from the plot by the termination date will be reported as neglected by us to the RSPCA.
- 17.3.6 We will not tolerate persistent or serious breaches of any of these rules and will take action accordingly, by ending your tenancy, if we consider it necessary.
- 17.3.7 We may recharge you for any costs we incur in taking action to deal with any breach of these rules.

18 Issuing Formal Notice

- 18.1 All notices served by us, to you will be sent to your last known address by first or second class post, registered post or recorded delivery.
- 18.2 If you wish to give formal notice about any aspect of your tenancy, you must do so in the following ways:
- By hand delivered letter to the main council offices on Chapel Street, addressed to the Allotments Manager.
 - Via email to allotments@west-norfolk.gov.uk
 - By post to Allotments Manager, Borough Council of King's Lynn and West Norfolk, Chapel Street, King's Lynn, PE30 4NG,