

KINGSWAY ALLOTMENT ASSOCIATION SITE RULES

1. The tenant hereby agrees with the Association as follows

- i. To be a paid up member of the Association and to pay any membership and management charges payable to the Association as and when due.
- ii. To pay the annual rent as determined by the Association when required (reviewed annually)
- iii. To use the plot as an allotment garden (that is to say wholly or mainly for the production of veg or fruit crops for consumption by the tenant and his/her family and for no other purpose whatsoever.

2. Conditions

- I. To keep the plot clean and safe, free from weeds, pests and diseases. To maintain the plot in a good state of cultivation and fertility and in good condition.
- ii. To keep pathways Included therein or abutting the plot free from weeds and in good condition.
- III. To keep covered any manure or compost on the plot.
- iv. Not to erect walls of turf or earth on the plot.
- v. Not to assign, underlet or part with possession of the said plot or any part thereof without permission of the committee.
- vi. To keep any pets brought onto the plot under strict control and to remove from the site any pet waste.
- vii. Not to either carry on or permit to be carried on any trade or business on the plot.
- VIII. To only plant dwarf stock' fruit trees with written consent of the committee.
- ix. Not without written consent of the Association to erect any structures whatsoever on the plot. The committee shall have the right to remove any structure erected (a) without such consent and (b) not erected in accordance with the plans approved. (See Appendix 1)
- x. Not to encroach or trespass on the plot or pathways of any other allotment tenant, nor to damage any property of crops of any other tenant.
- xi. Not to harass, intimidate, or abuse anyone on site. Harassment includes offensive behaviour directed at people because of age, gender, disability, racial group, sexual orientation, religion or beliefs. This will result in termination of tenancy.
- xii. The tenant is responsible for the behaviour of other people they allow onto their plot.
- xiii. Not cause any nuisance or annoyance to any other tenant
- xiv. The Association takes a serious view regarding stealing of any crops, materials or any personal belongings from other people's plot. Any person found guilty of such an offence will suffer immediate termination of tenancy without the right of appeal. This will not preclude prosecution in the law courts should the Association and the offended tenant wish to do so.
- xv. No children allowed on site unless accompanied by an adult
- xvi. Not to keep livestock nor any other birds or animals on the plot. The tenant is only allowed to keep hens and/or rabbits. Conditions for keeping livestock must comply with animal welfare legislation. Conditions for keeping bees on the plot are in Appendix 1.
- xvii. **No** cockerels are permitted on the allotment.
- xviii. Not to dump anything on a vacant plot.
- xix. Encourage environmentally friendly allotment gardening. To garden as organically as possible and **NO** pesticides to be used on the plot (in accordance with European legislation). xx. To encourage the composting of green waste and the recycling of as much waste material as possible.
- xxi. Water capturing equipment should be attached to a structures to harvest rain water.
- xxii. Hosepipes must only be used for filling water containers/butts and under no circumstances may be used for directly watering a plot

- xxiii. No barbed wire to be used on the plot.
- xxiv. No materials, gravel, sand or clay to be taken, sold or removed from the plot
- xxv. To secure and lock the entrance gate to the allotment site and to secure and lock containers and communal buildings.
- xxvi. To notify the secretary of the Association of any change in address within 14 days after such a change has occurred.
- xxvii. Not to park any vehicles on the track of the allotment areas except for the purpose of loading or unloading.
- xxviii. All new members to complete a 3 month probationary period.
- xxix. All sheds and structures are to be maintained and in a reasonable and safe condition. Any property of the plot holder is their responsibility
- xxx. Tenants are aware of their own duty of care as part of the tenant agreement and to report to committee any matters of health and safety.

3. Bonfires

Allotment fires are the cause of many complaints. We need the co-operation of all tenants to avoid such problems. Repeated complaints may result in the termination of a tenancy.

The environmental protection act of 1990 states to cause a statutory nuisance as a result of smoke or fumes is an offence and the local authorities Environmental Health Dept can take action to secure the abatement of such nuisance.

- I. Keep the use of bonfires to a minimum (compost as much as possible)
- II. Only materials generated from the plot can be burnt, not materials brought from elsewhere.
- III. Produce a hot quick fire using only dry materials that will emit the minimum of smoke and use a metal incinerator
- IV. Accelerants such as petrol, oil or paraffin must not be used.
- V. Be aware of wind direction and avoid smoke reaching and causing a nuisance to neighbouring properties and other tenants.
- VI. Bonfires are not to be left unattended.
- VII. No inorganic waste to be burnt (plastics etc.)
- VIII. If a justified complaint is received the fire must be extinguished immediately.
- IX. Bonfires should not be lit before two hours before sunset.

4. Inspection procedures

- I. To permit at all reasonable times any member, officer or authorized agent of the council or member of the Association committee to enter the plot for the purpose of inspecting the plot and carrying out risk assessment for health and safety purposes.
- II The Association committee shall inspect and monitor plots on a regular basis and shall contact the tenant if the plot is being neglected or approaching an unsatisfactory condition.
- III. The Association committee shall try to establish if the tenant is experiencing particular difficulties and if any help can be given. If help is needed or if the tenant is having difficulties contact the committee for help before a dirty plot notice is given.
- IV. If a dirty plot notice is issued the tenant has four (4) weeks notice to bring the plot up to an acceptable standard. If this is not achieved the tenant shall be given notice to quit (termination of tenancy) of twenty eight days (28). The 28 days notice is to enable the tenant to clear the plot of crops and equipment
- V. If the tenant does not remove their crops and equipment in the allotted time (28 days) the committee shall become owner of all the property and shall have a right to dispose of it as the committee shall determine.

5 The tenancy hereby created shall continue until determined in any of the following manners .

- I. The tenant by not less than 14 days notice to quit, given in writing.
- II. The Association, by not less than 28 days notice to quit given in writing
- III. If the plot is not worked in the judgement of the committee.
- IV. If the rent is in arrears for no less than 28 days
- V. if it appears to the committee that the new tenant within the 3 calendar months of commencement of tenancy has not observed all conditions of tenancy
- VI. If the Association is disbanded, wound up or otherwise liquidated.
- VII. If there shall be any breach to all or any of the terms of this agreement.
- VIII. Any illegal activity
- IX. If the tenant fails to comply with action necessary to improve health and safety on allotment plots and site.

6. The Association committee is responsible for:

- I. Ensuring that the allotment site is not allowed to deteriorate through neglect or lack of prompt action
- II, Provide a waiting list for the site
- III. Review the tenancy agreement when required
- IV, Encourage environmentally friendly allotment gardening
- V. Providing such facilities where possible that are considered reasonable as defined by the disability act to give people with disabilities access to the allotment site and to actively participate in allotment gardening
- VI. Ensuring that plots are being properly maintained, if necessary authorising the Issue of Dirty Plot Notices and termination of tenancy notices
- VII. . Authorising tenancy agreements and any other revisions and additions to the rules which the Association may from time to time make and display on the notice board.
- VIII. Issue site keys to new tenant
- IX. Encouraging the composting of green waste and the recycling of as much waste material as possible
- X. Liaising with council departments and other organisations who may be able to assist in the development of the allotments
- XI. Retaining a record of tenants and their plots
- XII. Maintaining contact with all tenants passing on relevant information and acting as a point of contact for tenants who may need help or advice. Monitoring structures to ensure that they fully comply with the Association's rules.
- XIII. Taking swift action to re-let plots as soon as they become vacant
- XIV. Meeting and showing potential tenants around the site and available plots. Explaining how to rent a plot the procedures involved and the tenants responsibilities
- XV. Carrying out site safety inspections
- XVI. Payment of Water Rates based on metered usage.

7. Amendments to the Rules.

I The Association may from time to time make revisions and additions and display them on the site/colony notice board.