

## **MANAGEMENT OF THE ALLOTMENT SITE AND CONDITIONS OF TENANCY**

### **Management of the site, powers and role of the Committee**

1. "The Committee" means the **Management Committee of the Society**, elected at the Annual General Meeting. Management of the allotment site and the application of the Conditions of Tenancy are vested solely in the Committee. Should any matters arise which are not specifically covered in the Society's rules or conditions of tenancy the Committee may deal with such matters as they deem fit in the best interests of Society members.
2. The Committee will arrange an **Annual General Meeting** at which the various Committee members will be elected by Society members attending the meeting. Relevant reports on the management of the site will be circulated to all members no less than seven days in advance of the meeting. The Committee may also organise **Special General Meetings**, as the need arises. A quorum for any general meeting is five Society members in addition to any serving at the time on the Committee.
3. The Committee may establish **Sub-Committees** to consider any particular matters arising and to organise and undertake necessary work on those matters.
4. The letting of vacant plots to new plot holders will be undertaken by the Lettings Secretary. New plot holders will be subject to a **probationary period**, usually of two months, but which may be longer at the discretion of the Lettings Secretary. The Committee have the right to refuse any application to rent a plot without specifying a reason, and to make special conditions in regard to any new tenancy. Plots may not be sub-let to any other person.
5. The Committee will organise regular **site inspections**, to be undertaken by available Committee members and other members of the Society who may be co-opted for that purpose. Plot holders will be given advance notice of the dates of inspections.
6. Members of the Committee, or representatives acting on the Committee's behalf have the **right to enter any part of the allotment site**, including individual plots, for the purposes of inspection or to undertake any necessary work.
7. The Committee are empowered to take a range of decisions affecting Society members and in doing so shall avoid any **discrimination** based on age, gender, disability, race, culture, religion or sexual identity.

### **Conditions of Tenancy**

## 8. Cultivation and maintenance of plots.

The primary purpose of any allotment plot is to grow fruit and vegetables. By the end of June in any year most of a plot should be actively under cultivation. Plots must be kept largely free of weeds and the paths bordering them must be kept tidy by mowing or strimming and free of any obstruction. Crops produced must be harvested, not left to go over and rot. Plots must not be extended so as to encroach on bordering paths. Any rubbish or litter must be removed from plots, and every plot should be clearly numbered. Any plot holder who is unable to tend their plot as a consequence of injury or illness, or for other personal reasons, must so notify the Society's Secretary.

9. New plot holders must sign an agreement to abide by the Society's rules and conditions of tenancy and on payment of a deposit will be given a key in order to gain access to the site. Keys must not be duplicated or passed on to any other person. The main gate must be locked on both entry to and exit from the site. Anyone giving up a plot for any reason must return the key to the Lettings Secretary at which point any deposit paid will be refunded.

10. **Rent** is payable in advance and becomes due on the 1<sup>st</sup> of October each year. The Society's Treasurer will beforehand issue a note to be sent to every plot holder stating the levels of rent due for different sizes of plot and how payments can be made. The note will also set out the circumstances in which rent may be paid at a reduced/ concessionary rate. **If rent due has not been paid by twelve noon on the final Sunday in October the relevant plot will be treated as having been vacated, and the plot holder allowed seven days to remove any crops or belongings before the plot is re-let.** New plot holders may pay rent at a reduced rate in their first year, depending on the month in which they join. No refund of rent will be made to anyone vacating a plot, for any reason, part way through the financial year (October to September).

11. Plot holders must immediately advise the Secretary of any change of **address**, including change of **e-mail address**.

12. No **building** other than a shed may be erected on a plot. The standard size of sheds is generally 1.8m x 1.2 m and 2m high. Any shed will be considered an integral part of the plot on which it stands unless it has been erected within the last twelve months by a vacating plot holder, in which case the shed may be taken down and removed by the plot holder. Only one shed is allowed per half plot, and must not be sited on a permanent concrete base (on paving slabs or other support instead). Adjoining quarter plots may share a single shed. Plot holders must maintain their sheds and plots generally in condition such that they do not present a risk to health and safety.

13. No **bonfires**, incinerators, other forms of open fire or barbecues, are allowed on individual plots. Plot holders are free to use the communal barbecue near the site entrance and may use small camping-style gas canisters on their own plots.

14. **Hosepipes** may be attached to site water tanks **only** to fill water butts or other containers on individual plots and **not to water crops**. Plot holders using watering cans take precedence over anyone using a hose to fill containers. Hoses or other irrigation systems may be attached to water butts or tanks on individual plots, but may not be used at the same time that a butt or other container is being filled by hose from a site water tank. In order to avoid the introduction of disease tools, crops, pots etc. must not be washed in site water tanks. Any damage to or leak from any of the site's water tanks should be reported to a Committee member.

15. Nothing must be done such as to interfere with security measures established along the perimeter of the site. **Netting** must not be removed and netting and fences bordering the site must not be tampered with. Any evidence of damage or intrusion must immediately be reported to a Committee member. Climbing plants on the perimeter, most particularly prickly or thorny plants, must not be cut down or removed. Nothing (such as compost bins, stores of wood etc.) must be sited so close to the perimeter that it could serve as a platform such as to make entry to and exit from the site easier for intruders or animals. A distance from the perimeter of at least one metre is recommended.

16. **Petrol mowers and strimmers** are available to be used by all members, who must take due care when operating them and should consult a Committee member if uncertain as to their correct operation. In the case of petrol strimmers it is recommended that goggles are worn and special care must be taken if there are any other plot holders nearby (because the strimmers may throw up plant material and other debris). The mower grass box should be emptied after a mower has been used. The Society accepts no responsibility for any injury that may be suffered as a result of using communal machinery.

17. **Fruit trees** must be on dwarfing rootstock and planted at least 1.5 metres inside the boundary of a plot in order that they do not overhang or obstruct bordering paths.

18. **Children** must at all times be under parental control, and are not allowed on the site without adult supervision, bearing in mind that there are hazards (water tanks, uneven ground which may be slippery when especially dry or wet, sharply pointed stakes or bamboo canes supporting plants, plot holders using petrol mowers or strimmers) and are not allowed to stray onto any plot other than the supervising adult's own. Children must not be allowed to misuse or play with communal equipment, such as trolleys and wheelbarrows, and may not use communal machinery. The Society accepts no responsibility for any harm that may come to any child on site.

19. **Dogs** must be kept on a lead and must not be allowed to foul any part of the site. Dog owners must remove any fouling that occurs.

20. **Motor vehicles** are allowed on the site only with the prior agreement of the

Committee. **Disability vehicles, bicycles** or other permissible vehicles must be driven/ ridden at no more than walking pace and with proper regard to the safety of others on the site.

#### **21. Failure adequately to maintain a plot**

Where in the opinion of an inspection team, following a site inspection or the end of a probationary period, a plot does not meet the required standards the plot holder will be sent a letter (**28 Day Letter**) giving twenty eight days for necessary improvements to be made. If on further inspection at the end of that period the plot is still judged to be below standard a further letter (**7 Day Notice to Quit [NTQ]**) will be sent requiring the plot holder to vacate their plot and giving seven days for the removal of any crops and belongings. The key to the site must then be returned to the Lettings Secretary. Any plot holder who has received **two 28 Day Letters in the previous two year period** and whose plot is again judged as not meeting the required standards will be issued with an instant 7 Day NTQ. There is **no right of appeal against a 7 Day NTQ**, and no defence that the preceding 28 day letter was not received if the reason was the plot holder's failure to notify a change of address (see para.11). In reaching their decisions the inspection team and Committee must have regard to any extenuating circumstances such as those previously notified by a plot holder (see para.8).

#### **22. Offences and unacceptable behaviour**

Plot holders are expected to treat all other persons on site with due courtesy and respect, and may not enter another person's plot uninvited. Violent behaviour, undue aggression whether verbal or physical, sexual misconduct, the use of abusive language directed at other persons on the site, damage to the site or another person's plot will all, where demonstrated to the satisfaction of the Committee, result in the immediate termination of the relevant plot holder's tenancy, and the Committee's decision on any such matter will be final.

23. Any amendment of these Conditions of Tenancy shall be proposed by the Committee and may be agreed by a majority of members in attendance at an Annual or Special General Meeting. Details of proposed amendments must be circulated by the Committee to all members not less than twenty eight days in advance of a General Meeting at which voting on the proposals is to take place.