

ALSAGER GARDENS ASSOCIATION - ALLOTMENT RULES

These rules form part of the tenancy agreement.

All tenants are subject to the following terms and conditions and will be subject to termination as listed under clause 13. *Termination Procedure*

1. Membership of the AGA

All tenants must be members of the Alsager Gardens Association and are subject to the rules of the Association.

2. Payment of Rent and Annual Subscription

2.1 The annual rent and annual subscription is set by the Executive Committee

2.2 The annual rent and annual subscription is payable by 31st March each year.

Failure to pay the annual rent including the AGA annual subscription, by the agreed date, will render the tenant liable to pay a £5.00 administration fee, and can lead to termination as detailed in clause 14.1

3. Use of the Allotment

The Tenant shall use the Allotment for growing vegetables, fruits and/or flowers and shall not permit the Allotment to be used any other purpose including any overnight accommodation, trade, business or any activity incompatible with allotment gardening, or for the keeping of livestock or bee keeping.

4. Assignment and subletting

4.1 The Tenant may not assign, sublet or part with possession of the Allotment or any part of it provided that it shall not be a breach of this condition for the Tenant to allow, having first obtained the prior written consent of the AGA, any one or more persons to cultivate the Allotment on a co-operative system (hereinafter called "the Co-Worker")

4.2 Co-workers. The Tenant shall be responsible to the AGA for the acts or defaults of any such agreed Co-worker or any visitor they allow onto the Allotment

4.3 In the event of Tenancy Termination, death or inability through ill-health or age of a Tenant failing to comply with the conditions of this Agreement, the AGA shall re-enter the Allotment and re-let it or deal with the matter as it thinks best, giving consideration to the AGA agreed and named Co-worker.

5. Cultivation

5.1 The Tenant must keep the Allotment in a good state of "Cultivation" as defined in clause 5.2 below, to the reasonable satisfaction of the AGA. Weeds must always be kept under control and the soil maintained in a healthy and fertile state.

5.2 Cultivation shall mean; i) weed vegetation cleared and under control, and soil dug over, and/or growing fruits, flowers and vegetables, and/or growing green manure crops, and ii) No less than 75% of the plot may be under Cultivation

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5.3 New Tenants – Probationary Period

The continuation of the tenancy is subject to satisfactory progress probationary inspections during the first 3 months at which time 50% of the plot should be cultivated

5.4 The Tenant may only plant 1 fruit tree per pole (approx. 16 feet) and must ask permission from the AGA if they wish to grow more than 1 per pole. All fruit trees must be on dwarf rootstock which may be grown to a maximum height of 2.5 metres with all tree branches to remain within the boundary of the Allotment and which should not obstruct any pathways, cause shading or root spread to neighbouring plots.

5.5 Other than as required in clauses 5.1 and 6.2, the Tenant shall not without the prior written consent of the AGA cut or prune any timber or other trees or take sell or carry away any mineral gravel sand, clay or other resources on site, or permit other persons to do so.

6. Paths

6.1 The Tenant shall not cause or permit to be obstructed or cut into any paths provided for the use of the occupiers of other Allotments on the Site.

6.2 The Tenant is responsible for maintaining in an accessible and good condition any pathway or hedge included in their Allotment and the half width of any pathway or hedge around their Allotment.

6.3 The minimum half-width of a path between allotment plots will be approximately 0.25m (9 inches) and maximum total width of 0.610m (24 inches).

7. Infrastructure

7.1 The Tenant shall report any damage to the allotment infrastructure to the AGA

7.2 The Tenant shall always shut and lock the gates after entering and leaving the allotment site.

7.3 The Tenant shall not construct and place any shelters, ponds, greenhouses, polytunnels or any other similar structures without the AGA'S prior written consent. The Tenant agrees that failure to obtain the AGA's prior written consent may result in the structure being removed at the Tenant's own expense.

7.4 The Tenant may have a non-permanent fruit cage or poly-tunnel provided that it does not obstruct paths or block light to neighbouring plots. **The maximum size of the structure should not exceed 1.8 metres (6ft) x 2.5 metres (8ft).**

7.5 All wooden structures must be placed on a suitable base such as paving slabs or similar that will not attract vermin.

7.5 If a plot holder vacates a plot with a greenhouse or other structure then he or she must at their own cost, either arrange for its removal or for its transfer to the new plot holder or for the committee to use as they see fit. See clause 10.5.

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7.6 All structures must be maintained properly. The committee has the power (on notice) to remove any that have become dangerous or constructed without prior permission. The tenant will be liable for any costs of such removals. See clause 10.5.

1. All structures must be in keeping with the aesthetics of the allotment
2. No sheds/closed buildings are allowed.
3. The maximum size of a personal shelter or similar structure should not exceed 1.8m (6ft) x 1.5m (5ft)
4. A Greenhouse may be wooden or aluminium. The maximum size of greenhouse should not exceed 1.8 metres (6ft) x 2.5 metres (8ft). Polycarbonate or plastic is preferred but if glass is used it must be safety glass.
5. All shelters, fences, plant supports, and structures shall not cause undue shade to neighbouring Allotments and must leave a minimum width of 460mm (18") to any adjoining pathways so as not to obstruct access to them with a wheelbarrow/trolley truck.
6. The Tenant shall not use the shelter, greenhouses or any other structures otherwise than for purposes in connection with the Cultivation of the Allotment, and for the avoidance of doubt the Tenant shall not be allowed to use the shelter, greenhouses or any other structure for overnight accommodation or livestock.
7. The Tenant acknowledges that the AGA shall accept no liability in respect of any damage to the Allotment and/or theft of any item or structure placed on the Allotment.
8. The Tenant shall keep their shelter, greenhouse and/or other structure in proper state of repair to the satisfaction of the AGA failing which the AGA may require the Tenant to remove such structure from the Allotment at the Tenant's own cost. See clause 10.5.
9. Water capture equipment should be attached to all structures where possible

8. Conservation of Water

The AGA promotes the use of waterbutts for rainwater collection where this is possible and advises the following

- Only water early in the morning or the evening
- Soak the soil not the foliage
- Only water those crops that need it and at the right stage of development
- Water plants thoroughly in rotation, rather than distributing water widely and thinly.
- Gardeners who use mulch or dig in lots of organic materials and keep the weeds down will not have as much need to water.

8.1 Tenants are expected to use water sparingly and responsibly and assist in the conservation of water by:

1. Using a watering can when watering wherever possible

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2. Hoses must not be left on unattended
3. Hand held hoses may not be left propped up on a plot with a sprinkler nozzle attached
4. Soaker Hoses and Sprinklers may not be used
5. Hoses should not be left attached to taps when not in use or hoses left on for long periods or unattended when in use.
6. Tenants must not monopolise the water taps with hoses and should have consideration for other users wishing to water or fill watering cans
7. Complying with water restriction notices when imposed
8. The Tenant shall report any leaks to the AGA site manager as soon as possible.

9. Access

9.1 The Tenant shall enter the Allotment by using the proper roads, paths and gates and shall not cause any damage to any roads, paths, gates or fences.

9.2 Access to the Site is via a padlocked gate the Tenant will be issued with a gate key for which the Tenant will be charged. The Tenant acknowledges that failure to return the key on Termination of the Tenancy howsoever determined, may lead to the AGA seeking costs from the Tenant for replacing Tenants' keys and locks for the Site. Lost keys will be replaced by the AGA on payment of current key charge.

9.3 The Site gate must be locked by the tenant after entering or leaving the site. This is for the security of all tenants and their belongings.

9.4 No parking is allowed immediately outside the Gated Access to the site. The gate must be kept clear at all times to allow for official allotment use and emergency vehicle access

9.5 Other than for the specific parking of vehicles at sites with internal parking, motorised vehicles (Cars/Motorbikes etc) and the riding of bicycles is not allowed on the site. This does not apply to the use of disability scooters which is allowed.

10. Waste and the environment and use of Appropriate Materials

10.1 Tenants shall recycle and/or re-use material in an environmentally friendly manner, for example composting green, organic waste and avoid using compost containing peat.

10.2. Tenants may not deposit any items, any waste or compost or other items on pathways, side verges, untenanted (vacant) plots, or any other areas on the allotment site whatsoever.

10.3 Materials brought onto the Site must be kept within the confines of the Tenant's own Allotment plot and be for use in allotment gardening only and in such quantities as may reasonably be required for use in Cultivation. Quantities of aggregate/gravel and loose stones are not to be used for paths and allotment divides. Paving slabs and bark chippings are suitable materials.

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10.4 The Tenant must not bring onto the Site or allow other persons to bring onto site, any fuel, glass, refuse, barbed wire, commercial or household waste including carpets which have a foam-backing.

10.5 Permission must be obtained from the site manager if the tenant wishes to have any large delivery of organic material such as soil, manure or chippings, for their own use, such material must be from a known, trusted and traceable source.

10.6 The Tenant shall remove any waste or refuse on the Allotment during the tenancy or on the termination of the tenancy howsoever determined, including any structures erected (see clauses 7.5 & 7.6) failing which the AGA may seek to recover the costs of removal from the Tenant. The current cost of removal including a skip is £250.

10.7 Tenants are not allowed bonfires at any time.

10.8 The Tenant shall use organic methods of pest and weed control and plant and soil improvers wherever possible. For example, companion planting reduces need for chemical pest control.

10.9 If the Tenant uses chemicals, they shall not contain neonicotinoid insecticides. The Tenant shall use legally approved chemicals, in accordance with the manufacturer's instructions and shall take all reasonable care to ensure such chemicals do not spread beyond the host Allotment plot and will not cause harm to members of the public, water supplies, animals including bees, cats and wildlife, other than vermin or pests.

10.10 The Tenant shall store any chemicals safely and securely and in accordance with the manufacturer's guidelines and shall dispose of them properly and not on Site.

10.11 The Tenant must report any significant sightings of Vermin to the Association. Transmittable diseases should be reported to the local Health Protection Team (HPT)

11. Visitors

11.1 Only the Tenant or person(s) authorised by the Tenant, including Co-workers are allowed on the Site and while on Site the Tenant is responsible for their conduct and supervision, particularly in the case of children.

11.2 Dogs may be brought onto the site but must always remain on a lead. The tenant is responsible for the collection and removal of any dog waste

11.3 The AGA and Alsager Town Council reserves the right to enter and inspect the Allotment and any allotment plots at any time.

12. Health and Safety

All activities carry an element of risk and allotments are no exception. Everyone needs to take health and safety seriously, but it is also very important to approach the issues sensibly and not become paranoid about the possibility of litigation.

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New and existing plot holders have a responsibility (duty of care) to anyone on their plot regardless of whether they have been given permission to be there. You should act responsibly and comply with any health and safety instructions provided to you or displayed on site.

You are advised to read and familiarise yourself with the contents of the current copy of the **Health and Safety Guidance for Plot Holders** which will be found on the site notice board and is also available at www.alsagergardensassociation.org.uk along with a copy of the current Allotment Risk Assessment

13. Normal inspection process

We'll carry out up to 3 inspections on each site during the growing season. These will be between February and November.

You will receive a notice if you're not cultivating your plot, or if you break the rules as listed in these allotment Rules and Regulations.

We will send your notice to the address we have on record, or to the email address we have on record or we will post the notice on your allotment plot.

14. Allotment code of conduct

A tenants' failure to apply with this code of conduct may lead to the issuing of an immediate termination notice.

13.1 The Tenant shall

1. Treat others with respect and understand all views are important even if they are not the same as their own
2. Respect individuals' rights to manage their plot and grow the produce they wish provided it is within the rules of the established Tenancy Agreement and Allotments Legislation
3. Not make indirect threats, malicious allegations or use abusive and inflammatory language, whether in person, by telephone, by email, or by any other forms of communication including social media, to other allotment holders, committee members or officials of the organisation
4. 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.
5. Never make physical threats or behave in a manner, verbally or physically that is intended to intimidate or bully another allotment holder or committee member or official of the organisation
6. Not to use any form of violence on the Site whether physical and/or verbal
7. Not cause or permit any nuisance or annoyance to the occupier of any other allotment on the Site or the residents of any premises in the vicinity either by action or inaction, or by rude or offensive behaviour, whether through carelessness, ignorance or persistent or deliberate action
8. Not commit any acts of discrimination against any person or body on grounds of their race, religion, gender, sexuality, gender assignment, age or disability and understand that all forms of discrimination, including bullying and harassment are unacceptable and contravene the AGA'S Equality and Diversity Policy.
9. Observe the AGA's safeguarding policies.

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10. Have due regard for the security and wellbeing of others in the allotments; this includes showing respect for other Tenant's plots and possessions
11. Not trespass or cause damage to other Tenants' Allotments or crops or take other Tenant's crops without that Tenant's prior permission
12. Not photograph or film other people on the Site without that Tenant's prior permission
13. At all times during the tenancy observe and comply with all enactments, statutory instruments, local, parochial or other byelaws, orders, statutes or regulations affecting the Allotment
14. Agree that in any case of dispute between the Tenant and any other occupier of an Allotment on the Site which cannot be resolved shall be referred to the AGA whose decision shall be final and binding on all parties involved in the dispute
15. Agree that where nuisance behaviour could be considered a Criminal Offence, to report it both to the AGA and the Police. The AGA and/or Police would have the final say in any disagreements.

The AGA reserves the right to amend this **Code of Conduct** from time to time and any amended *Code of Conduct* shall be binding upon the Tenant following the publication of the amended version on the AGA website or by service of a copy of the amended *Code of Conduct* on the Tenant.

You are advised to read, and you must comply with the AGA policy on Equality and Diversity and the AGA policy on Safeguarding

15. Termination Procedure

The Tenancy Agreement shall deem to continue until terminated in any one of the following manners;

15.1 By giving 1 months' written Termination Notice if: a) the rent is in arrears 40 days or more after it has become due, whether demanded or not; or if the Tenant becomes bankrupt or compound with his creditors; or b) the Tenant breaches of any of the terms and conditions of this Tenancy, Policies, Allotment Rules or the Allotment Code of Conduct or other notices and directives issued by the Association from time to time.

15.2 If the Tenant passes away, the AGA automatically has a right to re-let the Allotment.

15.3 If the Tenant is found to be undertaking any illegal activity on the Allotment the tenancy will be terminated with immediate effect.

15.4 Tenant Termination will be applied according the Inspection Process following the issuing of a "Failed Inspection Notice"

15.5 In the event of an Allotment plot not being sufficiently Cultivated, but no earlier than 3 months following the date of the tenant first taking up the tenancy, the AGA shall issue a non-cultivation notice giving the appropriate notice (usually 28 days) for the Tenant to comply and cultivate. If the Tenant does not comply by the end of this notice period, the AGA will serve an immediate Termination Notice

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15.6. In the event of Non-Payment of rent as given in Payment of Rent clause 1, the AGA shall issue a Non-Payment of Rent Notice giving 1 month for the Tenant to comply. If the Tenant does not comply by the end of this notice period, the AGA will serve an immediate Termination Notice (see clause 14.1 a.)

15.7 We will not tolerate persistent or serious breaches of any of these rules and will act accordingly, by ending your tenancy, if we consider it necessary.

15.8 We may recharge you for any costs we incur in acting to deal with any breach of these rules.

15.9 Tenancies run from **1st January to 31st December each year**

Should a tenant not wish to renew their tenancy for the following year then notice of such must be received in writing by no later than 30th November. Failure to provide the required notice will leave the tenant liable to an administrative payment equal to 1/2 of the annual rental of the plot(s) held.

15.10 No rent refund will be made in respect of mid-year terminations of tenancy.

15.11 Any notice required to be given by the AGA to the Tenant shall be sufficiently served on the Tenant either, by handing it to the Tenant personally or by leaving it at or sending it by ordinary post to the Tenant at the last known address of the Tenant, by email to the last known email address of the tenant or by affixing the same in some conspicuous manner on the Allotment Plot. Any notice required to be given by the Tenant to the AGA shall be sufficiently given if signed by the Tenant and sent by recorded post to the appropriate Officer of the AGA or by e mail to alsagergardensassociationsecretary@outlook.com

16. Appeals of Tenancy Termination

Should you feel there are grounds to appeal your notice of tenancy termination then you may put your representations in writing within 7 days of the notice being issued, clearly stating on what grounds the appeal is based, to secretary at alsagergardensassociationsecretary@outlook.com.

An appeals panel made up of a minimum of 3 officers of The Committee will consider your appeal. You may attend the meeting and will have 5 minutes to state your case. This will not be a question and answer session. If you do not wish to attend the meeting you may submit your statement in writing. Following your statement, you will be asked to leave the meeting and you will be notified of the decision of the Appeals Panel, in writing, within 7 days.

17.Policies

Tenants must comply with all policies of the AGA which can be found at www.alsagergardensassociation.org.uk

18. Change of Details

Tenants must promptly notify the AGA of any changes to their name or address or telephone number. This can be done by email to the Secretary at alsagergardensassociationsecretary@outlook.com or in person to the Trading Hut during the published opening times.