

Jubilee Allotment Association Rules

These rules and regulations refer to the agreement between the Jubilee Allotments Association (JAA) and the individual plot holder and are subject to revision at any General Meeting of the Association.

1. Payment of Rent

- 1.1 The rent of an allotment shall be paid in advance, on or before the 1st day of April in each year
And
- 1.2 If the rent is unpaid on or by the 10th of May in any year then (unless the JAA agrees in writing to the contrary) the tenancy is terminated automatically.

2. Use of the land

- 2.1 The plot holder shall not cultivate any illegal crops or plants. Any breach of this condition will result in the JAA terminating the agreement without the need for prior notice.
- 2.2 The plot holder shall cultivate the allotment plot for, and shall use it only for, the production of flowers, fruit and vegetables for domestic consumption by them and their family and friends; produce may be sold at events, or on a market stall, solely for the benefit of the JAA, and not for profit.
- 2.3 To cultivate at least 60% of the area of the allotment for the production of edible crops; the remaining 40% may be used for horticultural leisure purposes (lawn, flowerbeds etc). Children swings, paddling pools or similar are not permitted.
- 2.4 Tenant should not deposit any materials, plants or objects on any area of the site outside their own plot and on the adjacent public footpath.
- 2.5 All plot holders must stay within their plot boundaries and not make use of communal ground without prior permission from the committee.
- 2.6 Deliveries of any kind including manure should be removed from communal ground within a maximum of 7 days.
- 2.6 The allotments are only open from dawn until dusk and tenants must not use their allotments as places of residence and must not sleep there overnight.
- 2.7 Motor vehicles and trailers may not be parked overnight nor kept on any allotment without prior consent of the committee

3. Cultivation standards

- 3.1 The plots are to be kept clean and free of weeds and rubbish and in a good state of cultivation, fertility and generally in good condition throughout the year. The whole plot, including any uncultivated areas, must be kept safe and tidy at all times.
- 3.2 Tenants whose plots are, in the opinion of JAA Committee not in a satisfactory condition for the time of year then they will be issued with the following:
 - i. Plot holders will be contacted to ascertain a problem.
 - ii. If there appears to be no acceptable reason for lack of cultivation, 28 days notice in writing will be given for the situation to be rectified to the satisfaction of the committee.
 - iii. If the plot is still in an unsatisfactory condition after this period, 28 days notice to

terminate the tenancy will be issued.

4. Ponds

- 4.1 Ponds attract beneficial wildlife and therefore are permitted on the plots with prior agreement from JAA Committee.
- 4.2 The maximum permitted size of a pond is 1.5m at its widest point with a maximum dept of 50cm.
- 4.3 Ponds must be covered with wire mesh to reduce the risk of accidents and warning signs must be prominently displayed.

5. Use of Materials / Composting

- 5.1 The plot holder shall not use barbed wire or anything similar on his/her allotment plot.
- 5.2 In the interest of the environment and the surrounding area the following items should not be brought / used on the site Tyres, Asbestos, Carpet, Underlay, Corrugated Metal Sheets and any other non-compostable household waste. Further items may be added to the list at any time if it is deemed to be necessary.
- 5.3 Concrete for any reason is not permitted on or around allotment plots. If used, slabs can only be laid directly onto soil or a light bed of sand.
- 5.4 The plot holder shall not without written consent of JAA take, sell or carry away any turf, mineral, gravel, sand or clay.
- 5.5 Weed killers must not be used on the dividing paths and roadways. Weed killers and pesticides, if used must not be mixed at communal water points but only on members own plots. Consideration must be given when spraying and chemicals should not be allowed to drift from the users plot
- 5.6 Most green waste can be composted. All tenants shall either, have a compost bin on their plot, share with a neighbouring plot or use the communal compost bins. All non-diseased vegetative matter from maintenance of individual plots can be composted.
- 5.7 Diseased plants, perennial weeds and rubbish should be removed from the allotment site and disposed of as soon as possible by the tenant.

6. Paths and the Perimeter Fence

- 6.1 The plot holder shall maintain his/her parts of the adjacent communal pathways in good order and ensure that the edges are trimmed in a straight line without encroachment into the pathway.
- 6.2 The perimeter fence is the responsibility of JAA and no modification of the fence of any kind is permitted.
- 6.3 A non solid fence is permitted around the plot but should not exceed 1.4 metres

7. Trees and hedges

- 7.1 Hedges are to be cut and trimmed as necessary by JAA. Existing trees are not to be cut down or damaged in anyway.
- 7.2 Trees, other than fruit trees are not to be planted without the permission of the Committee.
- 7.3 The plot holder shall not plant any trees or shrubs so as to obstruct plots, path or roadways or cause excessive shading to any other plot holder.
- 7.4 Trees on allotment plots shall not exceed three meters in height.

8. Sheds and greenhouses and fences

- 8.1 The plot holder shall not construct any non-moveable building or structure without previous consent of Jubilee Allotments Association. No building or structure shall exceed 1.82 metres

(6ft) in length by 1.2 metres (4ft) in width by 2 metres (6ft 6in) in height without the previous consent of the Jubilee Allotments Association.

- 8.2 Structures must be of sound construction with good quality timber. If the Committee is not satisfied with any structure it may require it to be removed.
- 8.3 Any structure erected on an allotment is at the owner's expense and risk. If any allotment tenancy is terminated then the outgoing tenant can offer any structure to the incoming tenant. If the new tenant does not wish to buy it then the Committee may require the outgoing tenant to remove such a structure within 28 days. In the event of the structure not being removed within this time the Association will assume responsibility for the structure. Under no circumstances can the outgoing tenant make the purchase of any structure a condition of tenancy to the new tenant.
- 8.4 Sheds erected must be Green or Brown in colour and have a water butt or a similar receptacle for the collection of water attached. All rain water collection receptacles should be fitted with a suitable lid.
- 8.5 All structures must be adequately secured to the ground to prevent uplift.
- 8.6 Departing tenants shall remove any items or derelict structures from their plot before the end of their tenancy. If JAA has to remove any such material from the plot that the outgoing tenant has left, then the full cost of disposal shall be charged to the outgoing tenant.

9. Site Safety, Security and Duty of Care

- 9.1. In the interests of safety, plot holders shall act in a manner so as not to cause danger or injury to themselves or others.
- 9.2. Plot-holders must act in such a manner so as not to cause a nuisance or annoyance to the local community, occupants of adjoining properties or any other plot-holder, nor obstruct encroach on any path set out for the use of the occupiers of all allotment plots.
- 9.3. The removal of produce or other items from another tenants plot without their express permission will be deemed to be theft.
- 9.4. Plot-holders causing annoyance, nuisance or theft will be subject to the Association procedures as laid out in the constitution, which may result in loss of their tenancy.
- 9.5. The plot holder shall have a duty of care to ensure that all people or animals that may go on his/her plot are entering as safe an area as is possible. The Plot holder is responsible for the Health and Safety of all people or animals on the allotment plot including him/herself, children, visitors, trespassers and vandals, and shall ensure that children or pets are kept off other people's plots.
- 9.6. The plot holder shall have a duty of care to ensure that all tools, chemicals and fuels are safely stored. The plot holder shall be responsible for insuring their tools etc. against theft.
- 9.7. The plot holder shall have a duty of care to check for broken glass or other sharp hazards on his/her allotment plot, in particular in greenhouses and cold frames and check for trip hazards close to glass structures. Consideration should be given to the use of polycarbonate instead of glass.
- 9.8. The Plot holder shall have a duty of care to check compost bins and manure storage to ensure they do not contain any hazardous materials. Any evidence of vermin – droppings, burrows, sightings, should be reported to JAA.
- 9.9. All plot holders must also appreciate that notwithstanding the above list they have a duty to ensure that their allotment/s meet/s with all current Health and Safety Regulations as well as having an overall responsibility for general areas of the site.
- 9.10. The last person to leave the site on an evening must close both gates at the entrance.

10. Dogs

Dogs must be kept on a lead and under control at all times. Faeces are to be collected and disposed of in a proper manner. Dogs may not be kept on site overnight.

11. Visitors

Members will be held responsible for the due observance of the rules by visitors to their plot.

12. Vehicular Access

- 12.1 Vehicles must only be parked in designated parking areas and must be kept off the grassed areas in very wet weather.
- 12.2 Parking restriction signs as posted by the committee must be observed at all times.
- 12.3 There is a speed limit of 5 mph on the allotment, this is for safety, and to maintain the integrity of the track and must be adhered to.

13. Waiting Lists

- 13.1 A waiting-list of prospective tenants will be kept by JAA, an application will be added to the waiting list in order of the date they applied to Jubilee Allotments Association.
- 13.2 Residents of the Knaresborough Area will be given priority.
- 13.3 When a plot comes available the residents who have had their names on the list the longest will be offered a plot first.
- 13.4 Where an offer is turned down due to plot not being the required size, the person may stay on the list at the same position and the plot will then be offered to the next person on the list.
- 13.5 When all residents of the Knaresborough Area list have been allocated a plot, any plots then left will be offered to people on the waiting list outside the Knaresborough Area beginning with the name on the list the longest.
- 13.6 A plot holder may request additional plots up to and no more than 210 sq Mtrs (Triple Plot) they will then be added to the waiting list and when their name reaches the top of the list and a plot comes available they will be offered a plot, but only if their existing plot is clean and free of weeds and rubbish and in a good state of cultivation.

14. Allocation of Plots

- 14.1 The allocation of plots to new members shall be subject to a three month probationary period during which time the JAA Committee will inspect to see if little or no progress has been made, consideration will be given to the time of year and weather. If after the three months probation period the committee deem it necessary to terminate the tenancy then one week's notice to quit will be sent to the tenant in writing informing them of their decision. Otherwise the tenancy will continue as normal.
 - 14.2 All allotment plots are let on an as seen basis. JAA is not able to carry out improvement or clearance work for new tenants.
 - 14.3 When allocated a plot the new tenant must sign the tenancy agreement and pay the rent that applies (see below)
 - 14.4 Where plots are allocated during April-September in any one year, the full twelve months rent will be charged. Where plots are allocated between October – March six months rent will be charged.
- 14.5 No refunds will be made to those terminating their tenancy for whatever reason.

15. Subletting

The plot holder shall cultivate the whole of the allotment plot personally or shared with one other named individual but shall not underlet, assign, exchange or part without the written consent of JAA.

16. Joint Tenancy

- 16.1 Where the other named person jointly works a plot not exceeding 210 sq metres in area, they are then subject to below and each person shall sign a Joint Allotment Agreement.
- 16.2 An application for joint tenancy shall be made by the existing tenant who wishes to share the cultivation of the allotment with a family member or friend who is not otherwise the sole or joint tenant of any other allotment in the Knaresborough Area.
- 16.3 A joint tenant may have their name on Bilton Hall Drive allotment site waiting list but if they accept the tenancy of a vacant plot they must relinquish their joint tenancy.
- 16.4 One joint tenant shall always be the nominated as the 'Principle Tenant' who is responsible for all payments and correspondence relating to the allotment. Where an existing plot holder wishes to change his / her tenancy to a joint tenancy then the existing plot holder shall be the 'Principle Tenant'
- 16.5 Where the 'Principle Tenant' wishes to terminate his / her interest in the allotment then the joint tenant may take over the cultivation of the plot if they so wish. They then become the 'Principle Tenant' **but can not add any further named persons onto the agreement**. If they no longer want the plot or decide to give this up at a later date then the plot will then be offered to the next person on the waiting list.
- 16.6 Joint tenants must actively participate in the cultivation of the plot for at least one year before being eligible to become the 'Principle Tenant'
- 16.7 Every joint tenant is responsible for observing and complying with the rules of the association.

17. Changes of Circumstances

Tenants must inform JAA in writing of any change of address. Any written communication from the committee will be delivered to the plot holders last known address. If the committee is not informed of a change of address any communication sent to an old and out of date address will still be deemed to have been delivered to the plot holder.

18. Numbers on Plots

The plot holder shall indicate the number of his plot by a peg or board, not exceeding one foot square, placed in a prominent position clearly visible from the track on his/her allotment plot.

19. Notice Boards and Advertisements

- 19.1 Notices relating to the allotment site or to allotment matters generally will be displayed on the notice board. It is the responsibility for referring to notice boards regularly lies with the tenant.
- 19.2 Other notices and advertisement may be allowed on the allotment site notice boards at the discretion of the JAA Committee.

20. Bonfires

- 20.1 The plot holder shall not on any part of the allotment site light any fire such as to cause annoyance or danger to any person or so as to do damage to any allotment plot, or so as to contravene Section 16 of the Clean Air Act 1956.
- 20.2 No member shall put out another members fire but shall report the offending member to an official of the Committee.
- 20.3 The use of a bin size incinerator is allowed however consideration should be given to other plot holders.

21. Livestock

- 21.1 With the exception of rabbits and hens, the plot holder shall not keep on the allotment plot any cockerels, dogs, pigs, poultry, bees or other animals or creatures without the prior consent in writing of JAA.
- 21.2 Without consent of JAA Committee a maximum number of 6 hens only can be kept.

Approved livestock must be kept in conditions that provide an acceptable standard of welfare and in a totally enclosed area. They must not cause a nuisance to other plot holders or the neighbouring community.

- 21.3 Livestock food must be kept in rodent proof containers
- 21.4 No more than 50% of any allotment plot shall be used for keeping livestock.

22. Inspections and terminations

- 22.1 Any Authorised Officer of JAA shall be entitled at any time to enter and inspect the allotment plot.
- 22.2 In the event of any breach of rule by a member, one month's notice in writing will be given by the Committee to permit the member to rectify the matter to the satisfaction of the Committee. Failing this the member will be given a further one months notice to terminate their tenancy.
- 22.3 A serious breach of the rules, such as an assault or theft will result in immediate termination of tenancy.
- 22.4 Any notice may be served on a plot holder either personally or by leaving it at his/her last known place of abode, or by recorded letter addressed to him/her there, or by fixing the same in some conspicuous manner on the allotment plot.
- 22.5 An Inspection Team of the Committee will carry out periodic inspections of all allotments and if in their opinion a plot is uncultivated or untidy the tenant will be advised in writing where action is needed. In the event of a seriously neglected allotment the tenant will be given two months to rectify or tenancy will be terminated. Any objection to such letters must be made in writing to the Inspection Team.
- 22.6 On termination, a letter will be sent by the Chairman explaining that an appeal against termination may be lodged and will be heard in person by the Complaints Panel as described in the Constitution.
- 22.7 Any tenant who receives two inspection letters in a calendar year will be asked to explain within 28 days why the tenant should not have their tenancy terminated following the second warning letter, this will be reviewed by the committee and the tenant advised of the outcome.
- 22.8 Members tenancies of their plots on termination will revert to the association and no member may re-let or sub-let their plot.

23. Relinquishing of Plots

- 23.1 You may relinquish your plot(s) at any time by giving written notice to JAA Committee and leave the plot(s) in an acceptable condition (i.e. in a condition that you would be happy to take the plot on).
- 23.2 No Refund will be given on the relinquishing of a plot

24. Complaints Procedure

- 24.1 Disputes arising between Members regarding walkways, boundaries or any other matter connected with the Association will be referred to the JAA Committee.
- 24.2 Any member who wishes to make a formal complaint against another member of the Association concerning any matter arising within the confines of the allotments must notify such a complaint, in writing, to the Secretary of the Association.
- 24.3 A Complaints Panel, which will consist of the senior elected members of the Committee (Chairman, Vice-Chairman, Secretary and Treasurer). The Complaints Panel will investigate the complaint they will check the facts and evidence about the complaint and any alleged incident(s). A report will then be issued to the complainant regarding the Complaint Panel's decision and that decision will be final.

25. Liability

- 25.1 JAA accepts no responsibility for loss or damage to third party persons or property how so ever caused. Tenants are advised not to store any items of value on the allotment and to insure and mark any items that they do keep on site.
- 25.2 Tenants shall report any incident of theft and vandalism to the Police and a member of the JAA

committee with in 24 hours of the incidence being discovered.

Any matters not provided for in these rules shall be dealt with by the Committee at their discretion.