

# Jubilee Allotments Association

## RULES

### Introduction

These are the Association rules relating to the renting, cultivation and surrender of plots. Plot holders, in renting a plot, agree to comply with these rules. The rules are subject to revision at any General Meeting of the Association.

The Committee at its discretion shall deal with any matters, which are not provided for in these rules.

### 1. Allocation and Tenancy of plots

- 1.1. The committee will maintain a waiting list of prospective plot holders; in order of the date made to the committee.
- 1.2. Vacant plots will be offered on the basis of
  - residents of the Knaresborough area by duration on the waiting list;
  - when all residents of the Knaresborough area list have been allocated a plot, applicants outside the Knaresborough area by duration on the waiting list.
- 1.3. Where an offer is declined because the plot is not the required size, that person shall stay on the list at the same position and the plot will be offered to the next person on the list.
- 1.4. A plot holder may request additional plots up to and no more than 210 sq. m (triple plot), Any such application will be treated as above, except in the case of an adjoining plot when priority may be given. The application is additionally subject to the current plot being clean and free of weeds and rubbish and in a good state of cultivation.
- 1.5. All allotment plots are let on an as seen basis.
- 1.6. When allocated a plot, the new plot holder must sign the Tenancy Agreement and pay the rent that applies being either
  - the full year's rent, where plots are allocated during April to September, or
  - six month's rent, where plots are allocated between October and March.
- 1.7. New plot holders are subject to a three-month probationary period. During this period the committee may terminate the tenancy with one week's notice, if the plot has not been cultivated in accordance with the rules, having regard to the season and weather or for other breaches of these rules.
- 1.8. A plot may be held by a single plot holder, or by two or more joint holders. Joint holders must individually sign the tenancy agreement and are jointly responsible for complying with these rules.
- 1.9. A plot holder may hold plots up to 210m<sup>3</sup> in total (triple plot) whether held on a joint or sole basis.
- 1.10. Plot holders shall not sublet, transfer or exchange plots without the agreement in writing of the committee.

### 2. Payment of Rent

Rent is payable for the period of 1 April to 31 March each year.

- 2.1. Rent shall be paid in advance, on or before the first day of April in each year, and
- 2.2. where rent is unpaid by 30 April, the tenancy is terminated automatically, unless otherwise agreed in writing by the Committee.

### **3. Cultivation Standards**

- 3.1. The plot holder shall
  - cultivate the allotment plot 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 association and not for profit;
  - 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.);
  - maintain the plot in a safe and tidy condition, free of weeds and rubbish and in a good state of cultivation, fertility and generally in good condition throughout the year;
  - promptly remove diseased plants and rubbish from the site;
  - compost all non-diseased residual plant and vegetable matter in a compost bin either on the plot or jointly with another plot holder;
  - remove deliveries of any kind, including manure, from the communal ground within 7 days.

### **4. Restrictions**

- 4.1. The plot holder shall not
  - cultivate any illegal crops or plants;
  - deposit any materials, plants or objects on, encroach on, or cultivate any area of the site outside their own plot;
  - use barbed wire or anything similar;
  - bring on, use or leave on the site: tyres, asbestos, carpet, underlay, corrugated metal sheets, any material not used or usable on site, and any non-compostable household waste;
  - use glass for any new purpose such as shed windows, greenhouses and frames after 27/2/2019. Glass in use before that date may continue to be used, but plot holders should consider replacing it with polycarbonate wherever practicable;
  - take, sell or carry away any turf, mineral, gravel, sand or clay without the agreement in writing of the committee;
  - use concrete for any purpose on the plot. If used, slabs can only be laid directly onto soil or a light bed of sand;
  - Use weed killer on the communal paths, driveways or other communal areas.
- 4.2. The committee may, at its discretion, require plot holders to remove any items or materials from their plots and the site.

- 4.3. Weed killers and pesticides, if used, must not be mixed at communal water points but only on the plot holder's own plot. Consideration must be given when spraying and chemicals should not be allowed to drift from the users plot.
- 4.4. Children's swings, paddling pools and other similar items are not permitted.
- 4.5. Plot holders shall not make use of the communal areas without prior agreement of the committee.
- 4.6. The allotments are only open from dawn until dusk and plot holders must not use their allotments as places of residence and must not sleep there overnight.

## **5. Ponds**

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

## **6. Maintenance of communal areas and the perimeter fence**

- 6.1. Plot holders shall maintain any communal pathways and borders adjacent to their plots, such as communal access paths (ie the paths to and between plots), the perimeter path and the verge to the road.
- 6.2. Plot holders shall ensure that the edges of their plots are trimmed in a straight line without encroachment into the pathway.
- 6.3. The perimeter fence is the responsibility of the committee and no modification of the fence of any kind is permitted.
- 6.4. Perimeter hedges and trees are only to be cut and trimmed by the committee.
- 6.5. All plot holders are expected to attend at least one maintenance day per year, or to contribute to the maintenance of the site in some other way.

## **7. Trees and hedges on plots**

- 7.1. Trees, other than fruit trees, are not to be planted without the agreement of the committee in writing.
- 7.2. The plot holder shall prune all trees or shrubs so as
  - not to obstruct plots, path or roadways;
  - not to encroach into neighbouring plots or cause excessive shading or nuisance to other plot holders;
  - not to exceed three metres in height.
- 7.3. No more hedges are to be planted on individual plots and existing hedges are to be trimmed to 1 metre high by 30cm wide.

7.4. The committee may, at its discretion, require the plot holder to remove or trim any tree or shrub.

## **8. Structures**

8.1. The plot holder may with the prior written agreement of the committee erect a maximum of two large structures<sup>1</sup>, such as

- a shed;
- a greenhouse or clear plastic polytunnel;
- a hen house and run.

8.2. Such structures shall not exceed 1.82m (6ft) in length by 1.2m (4ft) in width by 2m (6ft 6in) in height (see also rule 17.5 in relation to livestock).

8.3. Structures must be of sound construction with good quality timber and adequately secured to the ground to prevent uplift.

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 rainwater collection receptacles should be fitted with a suitable lid.

8.5. No borehole or associated equipment may be installed or used without the prior written agreement of the committee.

8.6. The plot holder may without the prior agreement of the committee erect small structures such as

- a non solid fence around the plot, not exceeding 1.4 metres in height
- composting facilities
- raised beds
- fruit cage
- ornamental features, such as arches.

8.7. If the Committee is not satisfied with any structure it may require it to be removed or modified.

## **9. Site Safety, Security and Duty of Care**

9.1. In the interests of safety, plot holders shall act so as not to cause annoyance, nuisance, danger or injury to themselves or others

9.2. Plot holders shall acquaint themselves with the risk assessment [on the notice board and website].

9.3. 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.

9.4. Plot holder shall have a duty of care to ensure that all tools, chemicals and fuels are safely stored.

9.5. 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.

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<sup>1</sup> For the avoidance of doubt, prior written approval is required for **each** large structure before erection.

- 9.6. 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 the committee
- 9.7. All plot holders must also appreciate that notwithstanding the above list they have a duty to ensure that their allotment/s meets with all current Health and Safety Regulations as well as having an overall responsibility for general areas of the site
- 9.8. The site gate must be kept closed at all times, other than when entering and exiting the site. The last person to leave the site on an evening must close both gates at the entrance.

## **10. Dogs**

- 10.1. 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**

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

## **12. Vehicles**

- 12.1. Motor vehicles and trailers may not be parked overnight nor kept on any allotment without the prior agreement of the Committee
- 12.2. Vehicles must only be parked in designated parking areas and must be kept off the grassed areas in very wet weather. 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 site, this is for safety and to maintain the integrity of the track and must be adhered to.

## **13. Changes of Circumstances**

- 13.1. Plot holders must inform the committee in writing of any change of address, email address or telephone numbers. Any written communication from the Committee will be delivered to the plot holder's 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 be deemed to have been delivered to the plot holder.

## **14. Numbers on Plots**

- 14.1. The plot holder shall indicate the number of the plot by a peg or board, not exceeding one foot square, placed in a prominent position clearly visible from the communal path beside the plot.

## **15. Notice Boards and Advertisements**

- 15.1. Notices relating to the allotment site or to allotment matters generally will be displayed on the notice board. It is the responsibility of the tenant for referring to notice boards regularly
- 15.2. Other notices and advertisements may be allowed on the allotment site notice boards at the discretion of the Committee.

## **16. Fires (“bonfires”)**

- 16.1. Fires are only permitted in bin incinerators or similar units.
- 16.2. The plot holder shall ensure that any fire does not cause annoyance or danger to anyone or damage to any property.
- 16.3. The plot holder must be in attendance while the fire is alight and shall ensure that it is extinguished and safe before leaving the plot.
- 16.4. Fires are not permitted between 11AM and 4 PM on Saturday and Sundays.

## 17. Livestock

- 17.1. 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 agreement in writing of the committee.
- 17.2. Without the consent of the Committee a maximum number of six hens only can be kept.
- 17.3. 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
- 17.4. Livestock food must be kept in rodent-proof containers.
- 17.5. No more than 40% of any allotment plot shall be used for keeping livestock

## 18. Ending of a tenancy

- 18.1. A plot holder may end the tenancy of a plot at any time by giving written notice to the Committee.
- 18.2. No refund of rent will be given on the ending of a tenancy.
- 18.3. On ending of the tenancy the outgoing plot holder may offer any structures (and associated items such as water butts) to the incoming plot holder. But under no circumstances can the outgoing plot holder make the purchase of any such structures etc. a condition of tenancy to the new plot holder.
- 18.4. The plot holder shall leave the plot in a clean, tidy and acceptable condition and shall remove all unwanted items, including any structures not wanted by the new plot holder, within 28 days of giving notice.
- 18.5. In the event of any structures or other items not being removed within this time, the committee will assume responsibility for the structures etc. and may charge the full cost of disposal to the outgoing plot holder.

## 19. Compliance with the rules

- 19.1. Any committee member shall be entitled at any time to enter and inspect an allotment plot for compliance with these rules or other committee business.
- 19.2. In the event of any breach of the rules, the committee may
  - ask the plot holder to rectify the matter to the satisfaction of the Committee;

- failing this, require the plot holder to rectify the matter within a specified period with notice that failure to do so will result in termination of the tenancy;
  - failing this, terminate the plot holder's tenancy with one month's notice
- 19.3. The committee may terminate a tenancy without notice, in the event of any serious breach of the rules or unlawful conduct by a plot holder on site.
- 19.4. Correspondence in relation to 19.2.1 and 19.2.2 shall be by email with a copy left on the plot holder's plot. Correspondence in relation to termination will additionally be sent to the postal address last notified to the committee by the plot holder
- 19.5. A plot holder may appeal the termination of the tenancy to the Complaints Panel as described in the Constitution of the association.
- 19.6. Plot holders' tenancies on termination will revert to the Association.

## **20. Complaints Procedure**

- 20.1. A plot holder may make a complaint to the committee against another plot holder or the committee about any matter arising within the allotment site by writing to the Secretary of the Association
- 20.2. The complaint will be handled by the Complaints Panel as described in of the constitution of the association.

## **21. Liability**

- 21.1. The Association accepts no responsibility for loss or damage to third party persons or property howsoever caused. Plot holders 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.
- 21.2. Plot holders shall report any incident of theft and vandalism to the Police and a member of the Committee within 24 hours of the incidence being discovered.