

ALSAGER GARDENS ASSOCIATION

ALLOTMENT RULES

These rules form part of the tenancy agreement

1. INTRODUCTION

- a. All Tenants are subject to the following terms and conditions.
- b. Any breach of these rules will be subject to termination or sanctions as listed under rule 20. Breach of Tenancy and Termination Procedure.
- c. The Allotment Rules will be reviewed at least annually, and any amendments will also be binding and effective immediately. Amended rules will be published on the Alsager Gardens Association (AGA) website. The AGA will advise Tenants of rule changes via email or newsletter where possible. However, it is the Tenants' responsibility to update themselves of the latest rules.

If you are unsure about any of these rules and how they apply to your tenancy and your plot please speak to your site manager. Contact details for all officers are available on the AGA website.

2. Membership of the AGA

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

3. Payment of Rent and Annual Subscription

- a. The annual rent and annual subscription are set by the AGA Committee.
- b. The annual rent is payable by 28th February each year.
- c. The annual subscription is payable by 31st March each year.
- d. Failure to pay the annual rent or 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 rule 20.

4. 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 for 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.

5. Assignment and Subletting

- a. 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").
- b. Co-workers are required to be members of the AGA. 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.

ALSAGER GARDENS ASSOCIATION

ALLOTMENT RULES

- c. 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. Should the tenancy termination be for any reason other than a failed allotment inspection, and provided the plot is in good condition, the named Co-worker will be given first option to take up the tenancy of the plot. Should there be no co-worker wishing to take up the tenancy the AGA shall re-enter the Allotment and re-let it or deal with the matter as it thinks best.
- d. Subject to availability a person may be a Tenant of more than one allotment plot up to a maximum permissible area of 300 square metres or one full plot.

6. New Tenant Probationary Period

The first 12 weeks of a tenancy is a probationary period during which time the plot will be regularly inspected for progress. Continuation of the tenancy is subject to satisfactory progress.

Work must commence on the plot within 7 days of the start of the tenancy, failure to commence work on the plot within this period may lead to termination.

Minimum cultivation must take place as follows:

- 10% by the end of 4 weeks
- 25% by the end of 8 weeks
- 50% by the end of 12 weeks

The continuation of the tenancy is subject to satisfactory progress as seen in probationary inspections during the first 12 weeks at which point 50% of the plot should be cultivated.

At the end of the 12 week period failure to achieve the required 50% cultivation, could lead to the termination of the tenancy.

7. Cultivation

- a. The Tenant must keep no less than 75% of the plot under cultivation to the reasonable satisfaction of the AGA. Weeds must always be kept under control and the soil maintained in a healthy and fertile state.
A good state of "cultivation" is defined as weed vegetation cleared and under control, and soil dug over, and/or growing fruits, flowers, and vegetables, and/or growing green manure crops.
The growing of grass is not considered as cultivation.
- b. The development of Orchards on the allotment sites is not allowed. The maximum number of fruit trees on a plot are as follows:
 - 1. On a quarter plot 3 fruit trees
 - 2. On a half or full plot 5 fruit trees
- c. 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 plot and which should not obstruct any pathways, cause shading or root spread to neighbouring plots.
- d. Other than as required by rule 7.c. 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.

ALSAGER GARDENS ASSOCIATION

ALLOTMENT RULES

8. Paths

- a. The Tenant shall not cause or permit to be obstructed or cut into any paths provided for the use of the occupiers of other plots on the site.
- b. The Tenant is responsible for maintaining in an accessible and good condition any pathway or hedge included in their plot and the half width of any pathway or hedge around their plot.
- c. The minimum half-width of a path between allotment plots will be approximately 250mm and the maximum total width of 650 mm.

9. Infrastructure and Aesthetics of the Site

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

10. Structures - Shelters, Greenhouses, Polytunnels, Ponds etc

- a. In erecting any structures, including paths, utility areas and composting, the Tenant must observe that 75% of the plot must be given over to cultivation (see rule 7.a.).
- b. A Tenant shall not construct and place any shelters, greenhouses, polytunnels or any other similar structures without the AGA'S prior written consent. The Tenant must put their request in writing for any structure, to the site manager who will also determine and agree location and orientation. Failure to obtain the AGA's prior written consent may result in the structure being removed at the Tenant's own expense.
- c. There are strict insurance requirements for Ponds on allotments and numbers are restricted across all sites. A request for a pond must comply with the Pond Policy specification and the insurance requirements. The Pond Policy and Application form **MUST** be completed and discussed with the site manager who will also determine and suggest a location and orientation. All applications **MUST** be approved by the AGA committee. Failure to obtain the AGA's prior written consent is likely to result in removal of the pond at the Tenant's own expense.
- d. Structures will be restricted to one per type per plot irrespective of the plot size etc.
- e. No structures should obstruct paths or block light to neighbouring plots see 11.b.
- f. All structures must be placed on a suitable base such as paving slabs or similar that will not attract vermin.
- g. If a tenant 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 tenant or for the Committee to use as they see fit.
- h. 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.
- i. All structures must be in keeping with the aesthetics of the allotment and maintained accordingly.
- j. No sheds/locked buildings or containers are allowed. Unlocked doors are permitted
- k. A greenhouse may be wooden or aluminium. Polycarbonate or plastic is preferred but if glass is used it must be safety glass.

ALSAGER GARDENS ASSOCIATION

ALLOTMENT RULES

- I. All structures should have water capture equipment attached to where possible (refer to rule 12.).

11. Maximum permissible sizes

- a. The maximum size of:
 1. a personal shelter or similar structure should not exceed 2.0m x 1.5m (3sqm)
 2. a greenhouse should not exceed 2m x 2.5m (5sqm)
 3. with effect from 01 January 2021, a polytunnel should not exceed 6 square meters for a quarter plot and 10 square meters for a half or full plot.
- b. All shelters, fences, plant supports, composters and structures shall not cause undue shade to neighbouring plots and must leave a minimum width of 500mm to any adjoining pathways so as not to obstruct access to them with a wheelbarrow/trolley truck.
- c. The Tenant shall not use the shelter, greenhouses or any other structures otherwise than for purposes in connection with the cultivation of the allotment plot, 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.
- d. The Tenant acknowledges that the AGA shall accept no liability in respect of any damage to the allotment plot and/or theft of any item or structure placed on the plot.

12. Conservation of Water

The AGA promotes the use of water butts for rainwater collection and where used **water butts must have a hard cover.**

It is advised that:

- Water butts should be drained down once a year
- 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.

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
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.**

ALSAGER GARDENS ASSOCIATION

ALLOTMENT RULES

13. Access

- a. The Tenant shall enter the Allotment site by using the proper roads, paths and gates and shall not cause any damage to any roads, paths, gates, or fences. Access to individual plots is via the main paths. Under no circumstances are other Tenants' plots to be used as a means of general access. See rule 19.k.
- b. Access to the Allotment 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.
- c. 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.
- d. 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.
- e. 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.

14. Environmental Issues

- a. 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 including the area near the entrance gates whether or not they are usable for others.
Anyone found depositing such items will be deemed as in breach of these rules which may lead to the termination of the tenancy, the recovery of full costs or the application of a monetary fine of up to £50.
Fly-tippers (leaving your old items or rubbish on areas on site) will be prosecuted, and their tenancy may be terminated.
- b. 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.
- c. 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.
- d. Quantities of aggregate/gravel/bricks and loose stones are not to be used for paths and allotment divides. Paving slabs and bark chippings are suitable materials for the construction of paths.
- e. The Tenant must not bring onto the site or allow other persons to bring onto site, any glass, refuse, barbed wire, commercial or household waste.
- f. Fuel is not to be stored on allotment plots and may only be brought onto site for its immediate use and in the quantity required for the specific operation of garden machinery such as rotovator, strimmer, lawnmower etc.
- g. Large commercial machinery is not to be brought onto the site.

ALSAGER GARDENS ASSOCIATION

ALLOTMENT RULES

- h. The Tenant must not bring onto the site any carpets or carpet tiles of any description whether foam backed or not.
- i. Tenants must not use metal rods or sheet metal edging.
- j. 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.
- k. The Tenant shall remove any waste or refuse on the Allotment plot during the tenancy or on the termination of the tenancy howsoever determined, including any structures erected, 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.
- l. 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.
- m. 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.
- n. 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 the Allotment site.
- n. The Tenant must report any significant sightings of Vermin to the Association.
- o. Transmittable diseases should be reported to the local Health Protection Team (HPT).

15. Visitors

- a. Restrictions, for example due to transmittable viruses etc, may be placed on visitor/public access at short notice. You are advised to check the web site or bulletins for any restrictions and requirements that may be in place. If in doubt, contact your site manager.
- b. Only the Tenant and Co-workers or other person(s) authorised by the Tenant, are allowed on the Allotment site. While visitors are on site the Tenant is responsible for their conduct and supervision, particularly in the case of children who must be supervised at all times.

16. Dogs

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

17. Health and Safety

- a. 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.
- b. New and existing tenants 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

ALSAGER GARDENS ASSOCIATION

ALLOTMENT RULES

responsibly and comply with any health and safety instructions provided to you or displayed on site.

- c. 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 on the AGA website along with a copy of the current Allotment Risk Assessment.

18. Normal Inspection Process

- a. The AGA will carry out up to 3 inspections on each site during the growing season. These will be between February and November.
- b. You will receive a notice if you're not cultivating your plot, or if you break the rules as listed in these Allotment Rules.
- c. We will send your notice to the e-mail address we have on record, or to the postal address we have on record, or we will post the notice on your allotment plot.
- d. The AGA and Alsager Town Council reserves the right to enter and inspect the Allotment site and any Allotment plots at any time.

19. Allotment Code of Conduct

The Tenant shall:

- a. Treat others with respect and understand all views are important even if they are not the same as their own.
- b. 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.
- c. Not make indirect threats or malicious allegations or use abusive and inflammatory language or gestures, 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.
- d. 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.
- e. Never make physical threats or behave in a manner, verbally or physically that is intended to intimidate or bully another tenant or committee member or official of the organisation.
- f. Not use any form of violence on the Allotment site whether physical and/or verbal.
- g. 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.
- h. 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.
- i. Observe the AGA's safeguarding policies.

ALSAGER GARDENS ASSOCIATION

ALLOTMENT RULES

- j. Have due regard for the security and wellbeing of others on the allotments; this includes showing respect for other Tenant's plots and possessions.
- k. Not trespass on or through, or cause damage to other Tenants' Allotments or crops or take other Tenant's crops without that Tenant's prior permission.
- l. Not photograph or film other people on the Site without that person's prior permission.
- m. 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.
- n. Agree that in any case of dispute between the Tenant and any other occupier of an Allotment on the Site which cannot be resolved, the matter shall be referred to the AGA whose decision shall be final and binding on all parties involved in the dispute.
- o. 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.

20. Breach of Tenancy and Termination Procedure

The Tenancy Agreement shall be deemed to continue until terminated in any one of the following ways.

- a. By the AGA giving the Tenant 28 days written Termination Notice if:
 - 1. the rent is in arrears 40 days or more after it has become due, whether demanded or not
 - 2. if the Tenant becomes bankrupt or compound with his creditors
 - 3. the Tenant breaches 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.
- b. If the Tenant passes away, the AGA automatically has a right to re-let the Allotment plot.
- c. If the Tenant is found to be undertaking any illegal activity on the Allotment the tenancy will be terminated with immediate effect.
- d. Tenant Termination will be applied according to the Inspection Process following the issuing of a "Failed Inspection Notice".
- e. In the event of an Allotment plot not being sufficiently Cultivated the AGA shall issue a non-cultivation notice giving the appropriate notice for the Tenant to comply and cultivate. If the Tenant does not comply with the requirements of the notice, the AGA will serve an immediate Termination Notice.
- f. In the event of Non-Payment of rent as given in Payment of Rent (rule 3.), the AGA shall issue a Non-Payment of Rent Notice giving 28 days 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.

ALSAGER GARDENS ASSOCIATION

ALLOTMENT RULES

- g. We will not tolerate persistent or serious breaches of any of these rules or if a Tenant fails to act according to a committee decision/directive. In such cases the Committee will act accordingly, by ending your tenancy or applying sanctions if it is considered necessary.
- h. We may recharge you for any costs we incur in acting to deal with any breach of these rules or a committee decision and may apply a monetary fine of up to £50 to cover the cost of the time and effort incurred in dealing with your breach.
- i. 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.
- j. No rent refund will be made in respect of mid-year terminations of tenancy.
- k. 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 email to the secretary.

21. Appeals

a. 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 the secretary.

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.

b. Committee Decisions

Should you feel there are grounds to appeal a committee decision on a specific item relating to the management of your plot, 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 the secretary.

The appeal will be heard by an independent person who has not taken part in the original decision which will normally be the President of the Association.

ALSAGER GARDENS ASSOCIATION

ALLOTMENT RULES

c. Site Manager Decisions

Should you feel there are grounds to appeal a site manager decision on a specific item relating to the management of your plot, then you may put your representations in writing to the Committee, within 7 days of the decision clearly stating on what grounds the appeal is based, to the secretary.

The Committee will consider the matter at the next available meeting.

22. Policies

It is your responsibility to familiarise yourself with the policies of the Association which are updated and added to from time to time. Tenants must comply with all policies of the AGA which can be found on the AGA website.

23. Change of Details

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