

Church Lane Allotment Association Rules

October 2014 *revised October 2015 & January 2016*

Rules for your Tenancy on Church Lane Allotments

Church Lane Allotment Association is a self managed allotment site leased from Leeds City Council by our Trustees. We therefore have rules to ensure that the site is kept in good order and that we adhere to the council rules for the use and maintenance of this important community resource. In doing this we ensure the lease is not compromised and we can continue to enjoy the use of the Allotments.

Allotments are intended for the use of the community to grow their own vegetables, fruit and flowers, and to provide an opportunity for leisure gardening. We therefore have rules to ensure that when a tenant takes a plot they make best use of it and do not deny someone else in the community of the opportunity. The rules also help with the safe and friendly running of the allotment site.

Rules

Every tenant shall comply with the following rules:-

Dos – the things you must do:

- (1) Within 30 days of starting your tenancy begin cultivating, clearing and maintaining borders. If there is no evidence of this after 30 days a 7 day Notice of Eviction will be issued.

It is expected that after one year of occupancy your plot should be well progressed toward full cultivation with 60% of your plot cultivated and the remainder under control with regards to weeds and soil condition. By the end of the second year your plot should be well established and maintained.

- (2) Keep your plot free from weeds, and ensure that any “temporary” growth of weeds do not seed and spread on to other plots. Weeds really need to be kept down to ground level, not only do they spread but they mean you are not cultivating the plot.
- (3) Keep your soil fertile with compost, manure or recognised soil improver. Green manure crops can also be grown, but please ensure these are dug in to the soil before they set seed.
- (4) Cultivate at least 60% of the area of the allotment with edible crops; the remaining 40% may be used for other horticultural leisure purposes (lawn, flower beds etc.). Well maintained green manures may be part of your cultivation in rotation (temporarily cover some of your plot) with other crops.
- (5) Keep the boundary (back, front and sides) of your plot clear and well maintained, this includes having a path 46cm (18in) wide at the right hand edge of your plot, and the path should be kept clear, safe and level. Paths allow you and committee members’ access.
- (6) Keep your fruit trees pruned so they do not interfere with path or roads. Fruit trees should also be pruned to a maximum height of 2.4M (8ft).
- (7) Ensure your plot number is displayed clearly and visible on the plot.

- (8) You must take corrective action to address any concerns with regard to the condition of your plot that the committee may bring to your attention. Failure to do this will result in a formal warning and could lead to your tenancy being terminated. Repeated warnings may be considered reason for your tenancy to be terminated.
- (9) Use the water provided on site responsibly and consider the water bill which is collectively paid by all the plot holders. Hose pipes must only be used to fill water butts on your plot and not to water the ground directly. If you use the taps provided on site they must be turned off after use to avoid wasting water. If you turn the water on at the stop cock, please turn it off again when you leave or arrange with another plot holder on the site to do it for you.
- (10) Only use recognised weed suppressant coverings or membranes, and not use carpet for the purpose. Covering part of your plot to suppress weeds should be seen as a temporary measure and a step toward full cultivation.
- (11) Do obtain consent from the Committee before any structures are erected. The size and style of permitted buildings is available from the Secretary on request. The plot holder is responsible for removing the buildings when tenancy ceases unless arrangements are made with the incoming plot holder.
- (12) CLAA is not an organic site. However, members are asked to respect those gardeners who use organic methods by not spraying chemicals or using other treatments anywhere other their own plot. Use of any chemicals on the wider allotment site will be controlled by the Committee.
- (13) The main allotment site gate should be kept locked at all times, this ensures a safe environment on the site, and do not share any gate codes or keys. And please don't admit non-tenants on to the site. If you wish to bring family and friends on to the site to help you, you must accompany them at all times and the number of helpers should be restricted to a small number. If under exceptional circumstances where you need to get friends or family to help with your plot you should seek permission from the Committee or consider a joint tenancy agreement.
- (14) Keep your tools and equipment safely stored. CLAA does not take responsibility for damage, loss or theft of property left on Site.
- (15) Keep your dog(s) under control. Tenants are permitted to bring a dog onto the allotment provided it is under proper control and kept within the confines of your plot at all times, and provided that it does not cause a nuisance or annoyance to any other person. All dog faeces must be removed from the allotment site. Failure to observe this condition will constitute a breach of your tenancy agreement and will result in this permission being withdrawn.
No dog breeds designated as "dangerous" under the Dangerous Dogs Act 1991 will be permitted on the allotment site.
- (17) Be considerate and respectful of other plot holders, and do not bring the site into disrepute with neighbours or wider authorities within the community.
Acts committed by you as tenant and/or your guests considered by the committee to be potentially criminal will not be tolerated, and will result in immediate termination of your tenancy.
- (18) Please keep the committee informed about any circumstances affecting your ability to maintain your plot. This will allow us to help you get the most out of your gardening and

ensures we can consider reasons why aspects of the rules may not be being adhered to.

e.g. if you are likely to be absent for extended periods of time or during prolonged illness or during pregnancy.

- (19) Please inform the committee of any damage or security issues you may notice. This will help with the maintenance of the site.

Don'ts – the things you must not do:

- (1) Don't without the written consent of the Committee keep any bees, animals, poultry or pigeons at the allotment. Any request should be accompanied with a description of how you intend to ensure animal welfare and the safety of other plot holders. To be able to prove that you have read and understood any and all legal advice pertaining to the keeping of livestock on the allotment site i.e. The Animal Welfare Act 2006
- (2) Don't leave children unsupervised, and please discouraged them from causing annoyance to other plot holders.
- (3) Don't erect swings, paddling pools, or similar, they are not permitted on plots.
- (4) Don't go on to other plots, or use the paths on other plots. This avoids any concerns about the reasons why other people may be seen to be on a plot that they do not rent.
- (5) Don't park cars on allotment plots. Cars should be parked in the designated car parks. Cars can be temporarily parked on the allotment roads or front edges of plots to unload, and should in courtesy be moved when other plot holders want to get past.
- (6) Don't bring or keep any refuse (including broken glass and glass bottles) onto your plot or place any refuse in hedges or ditches or dykes on or adjoining the allotment. Please ensure that your remove any refuse from your plot and don't litter around the site. If you are using recycled materials to create features or structures on your plot please consider the way this looks. The use of glass bottles etc is not permitted.
- (7) Don't bring onto or store on your plot (or in any structure) materials or substances of any kind not for reasonably immediate use on the allotment – in particular not asbestos, building materials, poisons etc.
- (8) Don't cause a nuisance or annoyance or what could be considered anti-social behaviour to the tenants of any other plots or the owners or occupiers of any neighbouring property. Failure to observe this condition will constitute a serious breach of your tenancy and will result in immediate termination of your tenancy and you will be asked to remove your belongings.
- (9) You should not prune any timber or other trees around the allotment site boundary and not to sell or carry away any turf, mineral or gravel, sand or clay. If trees on the site are causing you a problem you should inform the committee.
- (10) You must not underlet, assign, exchange or part with the possession of the plot and must cultivate the whole of the allotment garden personally as tenant(s). If you have temporary circumstances which affect your ability to maintain your plot you should discuss this with the Lettings Officer.

- (11) Don't construct a pond, bury a tub, tank or bath below ground level and don't construct or keep a container, tub or tank containing water above ground level which may be a hazard to any person. Please ensure that any water butts are well seated and will not fall and cause injury. A small Water Wildlife Habitat feature can be constructed on a plot so long as the tenant adheres to the following rules; the water wildlife habitat shall not measure larger than 50cm long by 50cm wide and 30cm deep. It must be located at least 1m from any and all access paths and roads. It must include appropriate shelter to create a liveable habit for wildlife. There should be a hedgehog ramp. The habit should have appropriate cover/protection for wildlife and person(s) straying on to the plot. The committee must be informed in writing before work begins on installing the habitat.
- (12) Don't use barbed wire or any other fencing material that may cause injury. You can fence the perimeter of your plot, but this must not interfere with the committee accessing your plot.
- (13) Don't plant or grow on your plot any willow, poplar, leylandii or any other trees which produce non-edible fruit, without the prior written consent of the committee. Failure to comply with this Rule will constitute a serious breach of your tenancy agreement will result in one months notice to terminate the tenancy.
- (14) Don't light fires on any part of the allotment site that might cause a nuisance or an annoyance to other plot holders or allotment site neighbours. If you do burn any diseased plants or perennial weeds do not burn them until after 3:00pm, and please be considerate of whether people in the area have their windows open or washing out drying. Fires must not be left unattended or be of a size which might cause danger to others, and try to ensure that the material is being burnt is dry to minimise smoke.

Payment of Rent and Service Charge

- (1) The rent for a plot and service charge shall be paid yearly and in full in advance on the 10th day of October in each year.
- (2) If the rent and service charge is unpaid on or by the 10th day of November in any year then (unless the Council agrees in writing to the contrary) the tenancy terminates automatically.
- (3) The Committee reserves the right to increase the yearly rent and service charge on and from 1 October in any year.
- (4) Once the Association has collected the rent for the year and paid the LCC, remaining available plots will be let with a discount, the Quarterly Proportional Rental Payment Structure (QPRPS). The details of the QPRPS are available by request from the committee.

Joint Tenancy

- (1) Where two or more persons wish to jointly work an Allotment Garden not exceeding 250 square metres in area then subject to below each person shall sign a Joint Allotment Agreement.
- (2) An application for joint tenancy shall be made by the existing tenant who wishes to

share the use and enjoyment of the allotment with a family member or friend who is not otherwise the sole or joint tenant of any other allotment in Leeds.

- (3) A joint tenant may have their name on any allotment site waiting list but if they accept the tenancy of a vacant plot they must relinquish their joint tenancy.
- (4) One joint tenant shall always be nominated as the "Principal 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 "Principal Tenant".
- (5) Where the "Principal Tenant" wishes to terminate his/her interest in the allotment then another joint tenant must first apply in writing to the Committee to be "Principal Tenant". If no joint tenant is willing to be the Principal Tenant then the entire joint tenancy shall be terminated and the allotment plot will be offered to the next person on the waiting list.
- (6) The cultivation or use by a joint tenant of additional allotment plots on any allotment site in Leeds is not permitted.
- (7) Every joint tenant is responsible for observing and complying with the allotment rules.

Termination of Tenancy

The tenancy of the allotment garden, unless subject to a joint tenancy or otherwise agreed in writing by the Committee shall terminate upon the death of the tenant. The Committee will of course allow members of the family of the deceased time to removing growing crops and belongings.

All tenancies will terminate if the Council ceases to own or have the right of occupation of the allotment land.

If any tenant is in breach of the allotment rules - notice will be given in the form of a warning letter giving them 30 days to carry out work on the plot, if nothing is done in this time to the satisfaction of the committee then a second letter of eviction is given to the tenant with 7 days to clear and remove their belongings from site.

The tenancy may be terminated by the Committee by giving one month's notice under the following circumstances:-

- (1) If the rent is in arrears for more than 40 days;
- (2) If any tenant (including a joint tenant) is in breach of the Allotment Association Rules or any other terms of condition of your tenancy.

The Committee has the right to refuse to renew a tenancy agreement.

You as tenant (including one of 2 or more joint tenants) may terminate the tenancy at any time.

Refunds of rent will not be given.

Upon the termination of the Tenancy, (for whatever reason), the Tenant shall remove any structure on the vacated plot if it does not comply with the Approved Structures or if it has not been maintained properly in accordance with Approved Structures Specification. Failure to comply will mean that the Association will remove the structure and invoice the ex-tenant. (This ruling shall apply equally to both structures erected by the tenant or bought or inherited by them from the previous plot holder).

Serving of Notices

Any notice from the Committee may be served on a tenant either personally or by leaving it at his last known postal or email address or by fixing the same in a conspicuous manner on your plot.

Any notice from a tenant to the Committee is served in Writing to the Secretary.

Inspecting Plots

The Committee shall be entitled at any time to enter and inspect any plot.