Rules of the Midsomer Norton Allotment Association

Oct 2012

The rules set out below are for the benefit of all those who enjoy allotment gardening and are designed to establish a code of conduct by which all plot holders of the above Association must abide.

Plot no(s) ........... leased to the tenant namely............................................................on an annual basis and on behalf of the Association under the guidance of the local Council who is the landlord.

The plot holder shall pay an annual rent on the first day of October in each year or on the commencement of a new tenancy to the Midsomer Norton Allotment Association.

Plot holders are requested to:

1. Reside within the boundaries of Midsomer Norton for the duration of the tenancy and inform the Association immediately of any changes to this effect.
2. Pay the rent when it is due in full within one calendar month
3. Keep the allotment garden in a clean and good condition cultivated to at least 75% in an approved method. The Association decides what this means in practice.
4. Prepare at least 50% of the plot for cultivation within 3 months of any new tenancy
5. Obtain written consent from the Association before erecting any shed, building, fencing or other permanent structure on the plot.
6. Ensure all fences and ditches bordering the plot are in decent order
7. Trim on a regular basis and keep in decent order all grassed pathways forming any boundary of the plot.
8. Use the plot only for the production of fruit, vegetables or flowers for domestic consumption by themselves, their family or for the benefit of the Association.
9. Take proper precautions, complying with all current regulations when using sprays, fertilisers to minimise any adverse effects on the environment and other plots.
10. Remove any rubbish that cannot be composted or burnt on a regular basis, bonfires must only be lit after 6pm and the plot holder must attend to the fire for its duration
11. Contact any member of the Association Management Committee upon the discovery of vermin and not carry out any measures themselves until advised to do so.
12. Have a general duty of care for anyone on their plot, other plot holders and for themselves, it is recommended that glass is not used for soil protection or warming. The use of hosepipes is only permitted to top up water butts.
13. Allow any member of the Management Committee to inspect the plot at any time.
14. To observe all new rules and regulations as they are introduced.
15. Inform any member of the Management Committee if for any reason such as illness the plot cannot be tended and suitable arrangements for its continued cultivation need to be put into place.

Plot holders are requested not to:

1. Be a nuisance or annoyance to any allotment holder or occupier of a nearby property, this applies to anyone accompanying you or on your plot.
2. Keep livestock of any description
3. Allow dogs to roam freely but must be tethered to a short lead at all times on the owners plot.
4. Give the tenancy of the plot or part of it (nor sub-let it) to anyone else including family.
5. Plant trees or shrubs that will adversely affect the growing conditions of the adjacent plot. As a guide trees and shrubs should not exceed 3 meters in height.
6. Lop or fell any trees growing on their plot without written consent from the Association.
7. Personally, or let others, take or sell any minerals, gravel, sand, clay, grass, turf or mould or to remove any topsoil without written consent from the Association.
8. Obstruct or permit the obstruction of any of the paths on the Allotments
9. Use barbed wire or corrugated sheeting
10. Store hazardous materials of any description i.e. flammable liquids or gases such as LPG, petrol, paraffin or diesel.
11. Walk on other plots or to remove any crops without the expressed permission of the plot holder.

In addition to the above the plot holder will observe and perform all conditions and covenants contained in the lease or agreement under which the Council hold the lands.

The Landlord:

1. Will pay all rates and taxes, dues or other assessments which may at any time be levied or charged upon the Allotment Garden
2. Has the right to enter on to the allotment at any time for the purpose of pest control and, where necessary notify the plot holder of any action taken. The plot holder must follow any advice or take any action required by the Council or its officers in respect of any pest control problem.
3. Will provide water at certain points on the site
4. Will compensate plot holders in accordance with the Allotments Acts 1908 to 1950 on the termination of this tenancy, but only when the tenant has written to the Council in relation to compensation paid or promised by the incoming tenant

All communications to the Council will be via the Association or any member of the Management Committee.

Termination of this agreement:

1. By the tenant giving one month’s notice
2. By the Association giving 3 months written notice to terminate.

Non-compliance with the terms of this Agreement

The Council will re-possess the plot (by Re-entry) in the following circumstance and after consultations with the Management Committee. In so doing the tenancy comes to an end with the Council retaining its rights to claim damages for any breach of the agreement or to recover any rent due

1. If the rent has not been paid in full within one calendar month of the due date.
2. If the plot holder is in breach of any of the provisions of this agreement for a period of one month or longer.

The Council would hope to avoid such circumstances arising. The Council encourages any plot holder facing difficulties in honouring the agreement to contact the Allotment Association Management Committee as early as possible.

Signature of Tenant Printed Name of Tenant

....................................... .................................................................

Address of Tenant:

Contact details:

Phone..........................................................

Email...........................................................