

TRETHERRAS ALLOTMENT



ASSOCIATION RULES

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1. Introduction

1.1 The aim of the Tretherras Allotment Association (TAA) is to assist all members in the pursuit of gardening as a recreation and to promote health, education and community fellowship.

1.2 The rules aim to:

1.2.1 Promote the growing of fruit, vegetables and flowers.

1.2.2 Promote growing in an organic manner, in an environmentally friendly fashion without the excessive use of chemicals, pesticides and artificial fertilisers.

1.2.3 Help us to manage the site to promote a community spirit amongst members and the local neighbourhood.

1.3 The TAA has power to make rules in order to regulate the arrangements for the letting of individual allotments on its allotment site.

1.4 When those rules are brought into operation they apply to all such allotments, even if held under a tenancy agreement before the rules came into operation.

1.5 We may need to amend these rules from time to time. If we plan to do so, we will consult allotment users before making changes.

1.6 If amended rules are introduced, they will be stated in the TAA Meeting Minutes. TAA Rules are available to read on the TAA website. The TAA will also provide a copy of current rules, on request, to anybody resident in our area. Any non-TAA person or organisation requiring a hard copy of the Rules will be subject to a small charge to cover printing costs.

2. Interpretation and Definitions

2.1 Where one part of the rules needs to be read in conjunction with another, we have tried to show this by cross-referencing the other part. But the rules need to be read as a whole in order to understand their full effect.

2.2 The headings and cross-referencing we have used are for convenience only and do not affect the interpretation of the rules.

2.3 The following words have the meanings set out here:

2.3.1 We/us means the TAA Committee responsible for the allotment site.

2.3.2 You means the tenant of a particular allotment.

2.3.1 The tenant conditions are that prospective tenants are:

- * Individuals
- * Nominated Couples.
- * Nominated Groups.
- * They are over 18years old.

2.3.3 Allotment means the particular allotment garden plot let exclusively to a tenant.

2.3.4 Allotment site means all the land held by us for allotment use, including all the allotments exclusively let (or available for letting) to particular tenants, as well as the shared facilities, tracks, paths and other areas not exclusively let.

2.3.5 Family member means somebody who is related to you (by blood, marriage, civil partnership, adoption or other legal formality) or with whom you live as husband and wife or civil partner, provided they have lived with you as part of your household for at least one year before your death.

2.3.6 Structure means building, shed, shelter, poly-tunnel, fruit cage, greenhouse, animal run, hutch or pond. The TAA Committee will provide guidance on any other proposed structure/s

2.3.7 Your address means the address you provide us with at the beginning of your tenancy or any change that you later notify us of.

3. Application, Allocation of Tenancies and Other Allotment Users

3.1 In order to apply for a TAA plot you must first register on the waiting list. Applicants must complete and return an application form. Application forms are available on the TAA website (www.taa.org.uk) or by contacting the TAA Treasurer.

3.2 Plot allocation will be at the discretion of the TAA Management Committee.

3.3 You may allow other people to come on to the allotment site and/or help you cultivate your allotment providing you accompany them at all times. But, subject to **paragraph 3.4**, you must not:

3.3.1 Assign your tenancy

3.3.2 Sub-let or otherwise part with possession of or pass on your allotment (or any part of it) to anybody else

3.3.3 In any way, charge others for permission to use your allotment (or any part of it).

3.4 You are responsible for the conduct and activities of anybody you allow on the allotment site. The TAA pays for insurance of the allotment site but recommends you have separate insurance for your own individual allotment.

3.5 You can nominate two people who can work on your plot when you are not present.

3.6 Children are welcome on the allotments but must be carefully supervised by a responsible adult at all times. Children must not be allowed to trespass on any other plot, without permission from the plot holder, and must keep to the main footpaths when accessing an allotment site.

4. Tenancy Preliminaries

4.1 The tenancy of your allotment carries on indefinitely, rather than for a fixed time. In legal terms, it is a yearly tenancy and continues running year by year from 1 January to 31 December until it ends in accordance with **Part 13**.

4.2 It is not practicable for us to provide a plan identifying the precise boundaries of each allotment we let. Any dispute about boundaries may be referred to us and our decision is final.

4.3 You may use any remaining structure on your allotment but you will be responsible for maintaining it thereafter (see **paragraph 8.2**). You should therefore ensure you are prepared to assume that responsibility before you accept the tenancy offer, or ask us to reconsider our decision not to remove the remaining structure.

5. Rent

5.1 When your tenancy is due to begin, we will notify you of the rent for the remainder of the current year (until 31 December) and you must pay it immediately.

5.2 Thereafter you must pay your rent on or before 1 January each year.

5.3. Plot holders will be charged a refundable deposit when being allocated a plot.

6. Use of Your Allotment

6.1 You must use your allotment wholly or mainly for the production of fruit, vegetables, herbs and flowers for you and your family or household.

6.2 Any plants which produce illegal substances are strictly prohibited and will lead to immediate expulsion from the TAA and the TAA site.

6.3 You must cultivate your allotment in such a manner as to preserve its fertility.

6.4 You must not use your allotment for trade or business, camping or staying there overnight.

6.5 You must cultivate 25-50% of your allotment by the end of the first year and 50-70% by the end of the second year of your tenancy. You must and maintain it in reasonable condition, with weeds kept under control and respecting the rights and safety of all allotment users. TAA defines cultivation as a plot dug over ready for planting even if covered by weed suppressant membrane. Strimming does not constitute cultivation. You must comply, in particular, with the requirements of **Parts 7 to 12**. Your plot must be used for leisure gardening and the cultivation of flowers. Grass areas are permitted but may only form pathways, small sitting areas or fruited areas. Grass is to be cut regularly and maintained to a height of $\leq 10\text{cm}$.

Full Plot is 250 square meter (10m by 25m) and a half plot is 125 square meters (10m by 12.5m).

6.6 You may store and use materials on your allotment providing:

6.6.1. You only keep items on your allotment that are for use on it, for example, you must not store vehicles there or repair vehicles.

6.6.2 You do not allow excessive plant and other organic waste to accumulate on your allotment – arranging to compost waste of that kind wherever possible on your own plot. Only communal area waste is allowed in the Communal Waste Bay.

6.6.3 You do not bring asbestos based products on to your allotment.

6.6.4 You store timber, scrap or similar materials that are intended for use for allotment purposes sparingly. And you must remove them if they have not been put to use in compliance with these rules within six months.

6.6.5 You use carpet, underlay or similar material sparingly and you must remove it before it disintegrates or becomes overgrown with vegetation.

6.7 You may use concrete on your allotment (except for pre-cast products laid on a loose bed).

6.8 You may use glass for greenhouses or cold frames although clear polycarbonate or similar is preferred.

6.9 Remember that you are liable for our costs of putting right anything arising at the end of your tenancy.

6.10 Bonfires should only be limited to organic waste that is not suitable for composting, and using only material that is sufficiently dry and seasoned so the fire is quick and hot. Large quantities of timber should not be burnt.

6.10.1 All bonfires must be burnt in a appropriate container / burning bin.

6.10.2 All bonfires must be burnt no closer than 1 meter from your boundary.

6.11 You may only burn material generated from your allotment – you must not bring material from elsewhere to burn.

6.12 You must ensure that the location of the fire and the weather conditions are safe.

6.13 You must use consideration for other plot holders on site before lighting your bonfire.

6.14 You must not:

6.14.1 Use petrol, paraffin or other accelerants.

6.14.2 Leave a bonfire unattended – you must remain present until the fire is fully extinguished.

6.14.3 Burn non-organic waste (for example plastics and carpet).

6.15 You may use the communal burning pit available to all members.

6.16 The TAA mains water supply is for use on your allotment only after exhausting any water you harvested from your allotment

6.17 You must install a rain harvesting system to supplement the TAA main water supply.

6.18 Remember that you must not use the TAA water supply except for your allotment.

6.19 You may only plant orchard trees (edible fruit and nut trees).

6.20 Trees must be planted at least two metres away from the boundary of neighbouring allotments and so that the mature canopy does not overhang neighbouring allotments.

6.21 Weeds must be kept under control. You must ensure that woody weeds (for example, self-sown sycamores and ragwort) do not develop. Ragwort is to be pulled up and burned whenever found either on your allotment or on the allotment site.

6.22 You should display the plot number on your allotment.

7. Boundaries and Access

7.1 You must maintain all hedges and other boundaries so as not to be a nuisance to other users of the allotment site or owners or occupiers of neighbouring premises. Electrical fencing maybe used providing the required warning and Health and Safety notices are displayed. Failure to do so will result in the plot holder being charged for someone to do the work.

7.2 You must not:

7.2.1 Use barbed wire at all and/or fencing of more than two metres high.

7.2.2 Obstruct paths and other means of access that are reasonably required by other tenants to get to and from their allotments.

7.2.3 Enclose your allotment to such an extent that it is inaccessible for inspection by us. **Paragraph 12.1** deals with our right of access.

7.2.4 Go on to other allotments except with the permission of the tenant (see **paragraph 10.3**)

8. Structures

8.1 You may install any structure (see definition in **paragraph 2.3.6**) on your allotment providing it conforms to **paragraph 2.3** and it is maintained in a reasonable condition.

8.2 You must also maintain any structure that was not installed by you but remained on your allotment when your tenancy began.

8.3. Structures must be placed at an appropriate edge of the allotment and in such a way as neither to interfere with boundaries or access nor to cause a nuisance or annoyance to other users of the allotment site or owners or occupiers of neighbouring premises.

8.4. Buildings should be sectional and constructed of either new or perfectly sound second-hand material. Brick buildings are not permitted.

8.5. Bases should be constructed of sleepers, precast paving stones or loose bedded brickwork.

8.6 Water capture equipment should be attached to all structures where possible.

8.7 Asbestos may not be used anywhere on your allotment.

8.8 Concrete may only be used for pathways and securing fence posts.

9. Livestock

9.1 No livestock may be kept on your allotment without the approval of the TAA Management Committee.

9.1.1 The only livestock currently considered acceptable are ducks, hens and cockerels, (maximum of 20 hens & 1 cockerel & 10 ducks per plot holder).

9.2 You must inform us of your intention to keep hens, ducks or rabbits where you must in all cases comply with the conditions and guidance (www.gov.uk/guidance/poultry-health) for doing so.

9.3 If you fail to comply with **paragraph 9.2**, we will ask you to remove livestock.

9.4 Failure to remove livestock will allow the TAA Management Committee to authorise the removal of the livestock.

9.5 It is necessary in the interests of public safety, for example to contain the spread of disease, all live stock must be contain on your plot at all times. If the TAA consider that the livestock does intact on public safety they will be removed.

9.6 We may enforce these rules in any way, including if we consider it necessary, by ending your tenancy.

9.7 A emergency contact number must be clearly displayed for all livestock on your plot.

10. Use of the Allotment Site

10.1 You only have rights in respect of your allotment and the shared facilities of the allotment site.

10.2 You must:

10.2.1 Respect the safety of other users of the allotment site.

10.2.2 Gain access to the allotment site by the authorised means only and not to make any other means of access to or exit from the allotment site without the permission of the TAA.

10.2.3 Have regard for the security of the allotment site, including locking the entrance gates at all times. And not to give the padlock code to any non TAA member.

10.2.4 Not exceed the TAA speed Limit of 5mph.

10.2.5 Assist with and be jointly responsible for, with all the tenants on the site, the general maintenance of hedges, ditches, main pathways and other communal areas and features of the allotment site including empty allotments should it be required.

10.3 You must not:

10.3.1 Go on to other allotments except with permission of the tenant.

10.3.2 Dump anything (including green waste) on vacant allotments or other parts of the allotment site.

10.3.3 In any other way make use of or cultivate vacant allotments or other parts of the allotment site.

10.3.4 Carry out any work or alterations to any part of any water, electrical or gas installations on the allotment site without the permission of the TAA.

10.3.5 Use hosepipes or their attachments for watering your crops.

10.3.5 Have firearms (including air guns) or explosives on the allotment site.

10.3.6 Erect or display any advertisement of any kind on or near the allotment garden or anywhere else on the allotment site, without the written permission from the TAA Committee. A specific area for notices and information sharing will be designated in due course as the allotment site develops.

10.4 You may only:

10.4.1 Use the shared facilities for the purposes for which they are intended. For example, you must not use the water supplies for car washing.

10.4.2 Have dogs on the allotment site if you keep them on leads and clear up any dog fouling.

11. Nuisance and Annoyance

11.1 You must not do anything on your allotment or behave on the allotment site in a way that is (or is likely to be) a nuisance or annoyance to other people.

11.2 You must not harass, intimidate or abuse anybody else on the allotment site.

12. Enforcement and Disputes

12.1 We may come on to your allotment at any time to inspect it. **Paragraph 7.2.3** requires you to make your allotment accessible.

12.2 Unless it is urgent that we take immediate enforcement action against you, and subject to **paragraph 12.4**, we will contact you if we believe there is cause for complaint. That way we hope to resolve matters before they become a major problem.

12.3 During the first three months of your tenancy, we appreciate that it may take some time to bring your allotment under proper cultivation. If you are temporarily unable to cultivate it, you should tell us in order to avoid premature enforcement action.

12.4 If you are not cultivating your allotment or you don't pay your rent on time, and you have not contacted us to give a reasonable explanation, we will take immediate steps to end your tenancy. **Paragraph 13.3** explains how we may do this.

12.5 We will not tolerate persistent or serious breaches of any of these rules and will take action accordingly, by ending your tenancy, if we consider it necessary.

12.6 We will charge you for any costs incurred in taking action to deal with any breach of these rules.

12.7 Disputes between tenants about the implementation of these rules and related matters may be referred to us by any interested party for resolution. Our decision is final.

13. Ending the Tenancy

(A) By You

13.1 If you want to end your tenancy, you may do so, with immediate effect, by giving us written notice accordingly (but we can manage the allotment site and the waiting list more efficiently if you give us advance notice).

(B) Death

13.2 If you die during your tenancy, the tenancy ends immediately upon us being notified or ascertaining your death.

(C) By Us

13.3 We may end your tenancy at any time after giving you 28 days written notice if:

13.3.1 The rent (or any of it) is unpaid 14 days after it is due (in other words, after 1 January in any year)

13.3.2 We are reasonably satisfied there has been any other breach of these rules.

13.3.3 You are not currently resident in Newquay.

(D) Giving Formal Notice

13.4 When we need to give formal notice to you about your tenancy we must do so in writing and by any one of the following three methods:

13.4.1 Handing it to you in person.

13.4.2 Posting or delivering it to your address.

13.4.3 By email.

13.4.4 Leaving it on your allotment in a sealed transparent envelope so it is clearly visible.

13.5 It is your responsibility to notify us of any change of address during your tenancy.

13.6 When you need to give formal notice to us about your tenancy you must do so in writing and by any one of the following three methods:

13.6.1 Emailing it to the TAA Treasurer.

13.6.2 Posting or delivering it by hand to the TAA Treasurer.

13.6.3 Handing it to a TAA Committee member in person.

14. Matters Arising at the End of Tenancies

14.1 At the end of your tenancy, you must hand your allotment back to us in reasonable condition in compliance with these rules.

14.2 You may/must remove any structures that you have installed. Any that remain once the tenancy has ended will/may be passed on to the next tenant (see **paragraph 4.3**) at our/their discretion.

14.3 You must remove all:

14.3.1 Livestock.

14.3.2 Rubbish.

14.4 Anything else that remains once the tenancy has ended may be removed by us.

14.5 We may withhold your refundable deposit or recharge you our costs of putting right anything arising from your failure to comply with **paragraph 14.1**.

15. TAA Complaint Procedure

15.1 Should any TAA member wish to lodge a complaint:

15.1.1 It must be submitted in the first instance to the secretary who will distribute it to the TAA Chairman and other TAA committee members whom the complaints may be relevant to.

15.1.2 The complaint must be either written or in email format. Conversations or telephone calls will not suffice.