WOLLASTON ALLOTMENT SOCIETY in association with DUDLEY MBC

**ALLOTMENT TENANCY - TERMS AND CONDITIONS**

The Allotment Tenancy Terms and Conditions have been created by Wollaston Allotment Society in association with Dudley Metropolitan Borough Council who own the land on which the allotments stand. The members of the society (the allotment tenants) elect a committee and officers, who manage the site on behalf of Dudley MBC, and part of the Society’s elected committee and officers’ duty is to enforce and carry out due process stated within these Terms and Conditions.

Tenancy is subject to the Allotments Acts 1908 to 1950 and to the following Terms and Conditions.

The tenant by signing their tenancy agreement is committing to being a steward for their plot and the designated paths that surround it. Stewardship recognises responsibility to the future tenants of the plot. It obliges the tenant to ensure that on termination of the tenancy the soil is healthy, free from pernicious vegetation and the plot is able to be cultivated to the requirements in these Terms and Conditions.

**1. Allotment Rental Charges**

1.1 The rental charge for each plot is based on area measured in square metres and is set or amended at an Annual General Meeting or Extraordinary General Meeting of the Society’s Membership.

1.2 The rental period is for one calendar year (1 January to 31 December inclusive).

1.3 Tenants will be given notice of rental renewal at the beginning of November and the payment of the renewal amount is due before December 31.

1.4 If the payment is made after 31st December, a late-payment charge will be applied, and if the rental fee and late-payment charge is unpaid at 28th January following, the society will issue a notice of tenancy termination with immediate effect and the plot will be re-let.

**2. Allotment Site Access, Keys and Security**

2.1 The tenant will be provided with a key in order to gain access to their site.

2.2 If a key is lost the tenant will be charged for a replacement key.

2.3 After gaining entrance or when exiting to the site the tenant must close the gates to discourage unwarranted visitors.

2.4 Only the tenant or a person authorised by the tenant is allowed on the site.

2.5 The Council or Society may order any person wrongly allowed on the site in breach of these rules to leave immediately.

2.6 Any thefts from plots must be reported to the police and a crime number obtained.

**3. Cultivation and Use of Allotments**

3.1 The tenant must use the allotment as an allotment garden only and for no other purpose.

3.2 The tenant must use the allotment for the sole purpose of cultivating flowers, fruit and vegetables for the consumption of family/friends and not to sell any produce to any third party or use the allotment garden in any way for commercial purposes.

3.3 The purpose of plots is primarily horticultural. Each season a selection of at least three vegetables must be grown on plots.

3.4 The allotment must be kept clean, free from noxious plants, reasonably free from weeds, and maintained in a good state of cultivation throughout the year, and be tidied in order to minimise the threat to the health and safety of the Society’s tenants or other visitors to the site.

3.5 When taking on a new plot at least half of the plot must be under cultivation after 3 months and at least three-quarters under cultivation after 12 months and thereafter, unless otherwise agreed by the Society in advance of letting.

3.6 The tenant must not plant any tree or shrub that will grow in excess of 6ft (1.85 metres) without prior permission. The tenant must not allow self-seeded trees to grow on the allotment.

3.7 The use of membrane or ground covers on cultivated soils must not be fixed long term on cultivated areas and can only be used as follows:

3.7.1 it must be of a porous nature or construction to allow water and nutrients to pass through.

3.7.2 used for one season only in a space and moved to another part of the plot the proceeding season.

3.7.3 Ground coverings to be used in off season only and on a semi-permanent basis.

3.8 The tenant must not grow any crops for which compensation may be payable at the end of the tenancy.

3.9 The tenant must keep the allotment at all times within the prescribed boundaries and not extend the area of the allotment beyond those boundaries.

3.10 The Tenant must not bring items onto the Allotment unless they are used for gardening purposes and on condition that those items are disposed of appropriately once no longer in use.

3.11 Any equipment or items held on plots should be for horticultural purposes or for plot holders comfort and safety.

3.12 The tenant must keep hedges within the boundary of their allotment properly cut and trimmed and any fences/gates/ditches within the boundary of the allotment properly cleaned and maintained.

3.13 The tenant is required to cultivate the allotment on a regular basis. If for any reason the tenant is unable to maintain the allotment for a prolonged period of time, for example, due to illness, the tenant or a representative should notify the Society. Neglect of a plot and prolonged or frequent absences without notice puts the tenancy at risk.

3.14 The tenant must not use the allotment as a place of residence and/or sleep overnight.

3.15 Children and minors are welcome on site but must be supervised by a responsible adult at all times.

3.16 The tenant must allow, at all reasonable times, any officer of the Society’s Committee to enter the allotment space for any purpose deemed necessary.

3.17 After a successful application, a new tenant is given a three month probationary period during which the allotment space must be developed and maintained within these Terms and Conditions. If this is done to the satisfaction of the Society’s Committee, then the tenancy will be allowed to continue.

3.18 The tenant will remedy any defect arising from the non observance of any part of these Terms and Conditions for which written notice will be given, and to pay any costs incurred by the Society.

3.19 The tenant will observe and perform any other special conditions which the Society’s Committee might consider necessary to preserve the allotment space from deterioration and of which written notice shall be given.

3.20 The tenant must not use carpet, underlay, plastic or any similar materials on any part of the allotment site including any paths or access roads.

**4. Sheds, Buildings and other Structures**

4.1 No buildings, walls or structures may be erected on the Allotment by the Tenant without prior permission from the Society’s Management Committee. Permitted structures are sheds, greenhouses and polytunnels, and the maximum dimensions allowed under rules from Dudley MBC are:

 Sheds and Greenhouses - 2.45m (8ft) in height, 1.85 (6ft) in width and 2.45m (8ft) in length

 Polytunnels - 2.13m in height (7ft), 3.3m (10ft) in width and 7.62m (25ft) in length

4.2 Structures should not be permanently fixed to the ground and constructed of suitable materials so as not to present an unsightly appearance and ensuring the health and safety of other tenants and persons on site is not compromised.

4.3 Any shed or greenhouse which is permitted under clause 4.1 must be maintained in a good state of repair and condition to the satisfaction of the Society and if the Society is not satisfied with the state of repair it may order the tenant to remove the shed, greenhouse or polytunnel.

4.4 If a polythene structure is erected, the polythene should be renewed every three years.

4.5 No more than 10% of plot area should be designated for buildings.

**5. Herbicides and Pesticides**

5.1 Whilst we would discourage the use of such products we do understand sometimes they can be necessary. When using any sprays or fertilisers the tenant must:

5.1.1 ensure that any chemicals and/or pesticides are applied in accordance with the manufacturer’s guidelines and be approved products.

5.1.2 take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur: and

5.1.3 so far as is practical, select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public and other wildlife, other than vermin or pests, and ensure that all use of chemicals is strictly restricted to the allotment and is not allowed to encroach on adjoining allotments or the surrounding area.

5.1.4 store and dispose of any chemicals and/or pesticides safely and securely and in accordance with the manufacturer’s guidelines

**6. Water Usage**

6.1 In addition to the natural supply of water, domestic quality mains water is supplied via standpipes and communal holding tanks to the allotment sites, by the water authorities, for which the Society pays water rates.

6.2 Usage of manual water pump device are allowed. This does NOT include electric or solar powered devices

6.3 The use of water butts is also allowed on allotment spaces. In order to maximise the benefit of this for all Society members, the following restrictions apply:-

6.3.1 Communal holding tanks:

The holding tanks are provided to allow members to fill watering cans or other small vessels to carry water to their allotment spaces.

6.3.2 Water butt usage restrictions:

Water butts up to 50 gallon (250 litres) capacity - These can be filled via hosepipe from the allotment site standpipes, and the hosepipe should only be connected during the process and at times when it is not inconvenient to other members. This is to help minimise the work involved carry water from the holding tanks to allotment spaces. This water is then not allowed to be distributed onto the allotment space via hosepipe or sprinkler.

Water butts over 50 gallon (250 litres) capacity - These may only be filled with runoff rainwater from the roofs of structures installed on the allotment space (shed, greenhouse, polytunnel) and not from the allotment site standpipes.

6.4 All water butts or other water receptacles on the Allotment must be securely covered at all times.

6.5 The tenant must not contaminate any communal water container by any means including contamination by the washing of produce, tools or equipment.

**7. Pathways**

7.1 It is the responsibility of the tenant to maintain the path at the right side of the allotment space (as viewed from the roadway or general access path) and ensure that it is not damaged or obstructed in any way. The path should be surfaced with trimmed-turf or a non-slip material such as paving slabs or chippings. (On the Charles Road or Lady Grey’s Walk sites, the above stipulation also applies to that section of the general access path neighbouring the allotment space).

7.2 The tenant shall maintain all paths adjoining the allotment in good condition, free from any weeds, properly cut and trimmed, but shall not reduce, or permit, or cause any subsidiary path to be reduced, and no main path shall be reduced to less than the original width thereof when staked out by the Council or Society.

7.3 The tenant must not permit any canes/plant supports or markers to encroach onto or over boundary paths. This does not include non-boundary paths which the Tenant may have created within the allotment.

7.4 Tenants must manage the equivalent of at least two of their paths adjoining other plots. Where pathways adjoin another plot any plans or maintenance must be agreed with neighbouring tenants. It is the tenant’s responsibility to maintain these paths and their edges. These paths must also be surfaced with trimmed-turf or a non-slip material such as paving slabs or chippings.

7.5 Any alterations to pathways adjoining or internal must be agreed with the committee prior to change.

**8. Bonfires**

8.1 Bonfires are discouraged on all sites. Waste material should be composted where possible.

8.2 Should a bonfire be necessary then these are only permitted on the first weekend of the month between 1st October and 31st March and are solely for the disposal of dry diseased plant material. (If weather is bad, the second weekend can be utilised).

8.3 Painted timbers, metal, plastics, rubble and any other non-plant material must not be placed on bonfires.

8.4 Fires should not be allowed to cause a nuisance to neighbouring residents and under no circumstances should they be left unattended. Persons causing a nuisance may be liable to prosecution under the Environment Protection Act 1990.

**9. Disposal of Rubbish**

9.1 The tenant shall keep the allotment and the surrounding area clear of litter, refuse, or other rubbish. Tenants are encouraged to recycle and/or re-use material in an environmentally friendly manner. Any materials held on the plot must be stored appropriately.

9.2 The tenant must not deposit or allow other persons to deposit, on any part of the allotment, any refuse, household waste or decaying matter, except manure and compost in such quantities as may reasonably be required for use in cultivation.

9.3 Compostable waste produced by cultivation should be kept on plots. Pernicious weeds should be cleared from the plot. All Compostable waste / weeds are the tenant’s responsibility to dispose of. Dumping this waste in the communal areas is strictly prohibited.

9.4 Fly tipping will be reported to relevant authorities.

**General Rules and Restrictions**

**1. Nuisance**

The tenant shall not cause or permit any nuisance, annoyance or inconvenience to the occupier of any other allotments, the Council or neighbouring properties.

**2. Barbed Wire**

The use of barbed wire on the allotment sites is strictly prohibited.

**3. Sub-letting**

The tenant must not sub-let the allotment, or any part thereof, nor permit another tenant or any other person to use the allotment for that person’s benefit without the prior written consent of the Society.

**4. Dogs**

Dogs must not be brought onto the allotment or any part of the site unless they are on a lead and kept under control and within the confines of the tenant’s own plot. The tenant must ensure the prompt and responsible removal and appropriate disposal of dog faeces.

**5. Livestock**

The keeping of any livestock shall be subject to the consent of the Society / Council and to such conditions as the Society / Council may impose. Prior permission and written consent must be obtained from the Council and from the Society. (The term livestock covers all domestic and semi-domestic creatures such as rabbits, fowl and bees).

**6. Trees/Soil**

The tenant must not cut, fell, or prune any timber of trees on the allotment or take, sell, or carry away any soil, mineral, gravel, sand or clay.

**7. Plot Numbers**

The Tenant must provide, clearly display and maintain a plot number and ensure its visibility at all times on, at or near the vicinity of the entrance to the Allotment. The Society reserves the right to apply a charge to any tenant who does not clearly display their plot number.

**8. Ponds**

Small wildlife ponds may be permitted but prior permission and written consent of the Society / Council must be obtained, and maintained under the following conditions:-

8.1 The pond must be covered with hard wire and secured safely to prevent any hazard to young children.

8.2 Ponds must be temporary and should not be constructed out of concrete or any other hard landscape material.

**9. Inspection**

The tenant agrees that any officer or agent of the Council or Society may enter and inspect the allotment (and any structure on it) at any time and the tenant must give whatever access is required by them.

**10. Termination of Tenancy**

10.1 The Society or Council may terminate this tenancy by:

1. Non-cultivation or behaviour warnings in breach of tenancy will be given in writing and a period of one month will be allowed for requested changes or improvements to be made before termination. The tenant may agree an improvement plan with the Society or Council should there be good reason for allowing the plot to fall below standard, (e.g. injury or ill health).

b) by giving one month’s written Notice To Quit if the tenant is in breach of the tenancy of the allotment plot and has not made reasonable effort to improve under the previous warning letter.

10.2 The tenant may terminate this tenancy by giving the Society one month’s written notice expiring at any time.

10.3 On the termination of this tenancy for any reason the tenant must remove from the allotment all structures and materials and leave the land in a clean and reasonably levelled condition. In the event of the tenant not complying with this requirement the Society / Council has the right to remove and dispose of as it sees fit, such as crops, trees, bushes, buildings or other property and charge the expenses of this action to the tenant, who shall upon demand pay to the Society / Council those expenses.

**11. Change of Address**

The tenant must keep the Society’s Committee informed or any change of address, contact telephone number or email address in order that Society’s Register of Tenants can be correctly maintained.

**12. Notices and Notifications**

Any notice or notification to be given to an individual tenant by the Committee on behalf of the Society for any reason may be signed by any member or officer of the Society’s Committee. Notifications from the Society to any tenant may be sent to the tenant’s address by post, hand delivered personally, or left by agreement at the tenant’s allotment.

Notifications in writing from the tenant to the Society, including notice of termination of tenancy, must be sent by post to the Secretary of the Society’s Committee.

**13. Legal Obligations**

The tenant must at all times during the tenancy observe and comply with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment.

**14. Code of Conduct**

Dudley MBC has over 30 allotment sites within the borough, the majority of which are managed by voluntary management committees forming Allotment Societies. They provide valuable social, health and environmental benefits enjoyed by the tenants.

Dudley MBC has a diverse community made up of many different groups and individuals. They value and celebrate that diversity and believe it is essential to understand the different contributions, perspectives and experience that all people in the community have.

This code of conduct has been drawn up to help ensure all those involved on allotments are able to enjoy cultivating their plot in a friendly and co-operative environment.

**Respect for Others**

Tenants must:-

* treat others with respect.
* understand all views are important even if they are not the same as their own.
* respect individuals rights to manage their plot and grow the produce they wish as long as it is within the rules of the established Tenancy Agreement and Allotments Legislation.

**Equal Opportunities**

Every allotment tenant is on equal terms with all other tenants and is expected to behave in a manner supportive of all terms within this code of conduct and the allotment tenancy agreement.

Tenants must:-

* not commit any acts of discrimination against any person or body on grounds of their race, religion, ethnic origin, gender, sexuality, age or disability.

* understand that all forms of discrimination, including bullying and harassment are unacceptable and contravene the Council’s Equality and Diversity Policy.

**15. Disputes**

Disputes between tenants will be dealt with in accordance with the Society’s Member’s General Code of Conduct in the Society’s Constitution.