

Colwall Allotment Association Tenancy Agreement for allotment plots at Colwall Village Garden

1. Eligibility:

1.1 Tenants must be:

- 1.1.1 a minimum of 18 years of age;
- 1.1.2 a member of the Colwall Allotment Association (CAA). CAA membership period runs from 01 February to 31 January each year.
- 1.1.3 resident within the parish of Colwall. Plots may be allocated to residents of other parishes at the discretion of the CAA committee but such allocations will be normally limited to no more than 10% of the allotment site.

1.2 All people named on the tenancy will be required to become a member of National Society of Allotment and Leisure Gardens (NSALG).

2. Plot rental:

2.1 The rental period will run from 01 February to 31 January each year.

- 2.2 The rent for a full plot (approx 250sq metres) will be £96.00 per annum
The rent for two thirds of a plot (approx 165sq m) will be £64.00 pa
The rent for a half plot (approx 120 sq m) will be £48.00 pa
The rent for a third of a plot (approx 80sq m) will be £32.00 pa
The rent for a quarter plot (approx 60sq m) will be £24.00 pa
The rent for any other plot sizes will be pro rata

2.3 Plots rented after 1st August will pay half of the annual charge and after 1st November will pay quarter of the annual charge. Membership fee remains payable in full. No pro rata refunds will be given.

2.4 Plot rents will be reviewed periodically by the CAA committee in consultation with the Colwall Orchard Trust as site landlord.

3. Disabled tenants:

3.1 Where reasonably practical the CAA will help tenants to adapt a plot to make it accessible according to their individual needs.

4. Waiting lists:

4.1 A waiting list will be administered by the CAA for new applicants once all plots have been allocated.

4.2 If an applicant on the waiting list is offered a plot but does not respond to this offer within 14 days the plot will be offered to the next applicant on the list.

4.3 If an applicant is offered a plot but cannot take up that offer because of exceptional circumstances s/he may request a deferment and remain at the top of the list. The plot will then be offered to the next applicant on the list.

4.4 A waiting list will be administered by the CAA for those existing tenants wishing to move to an alternative plot.

5. **Joint tenancy:**

5.1 Those wishing to share a plot will be viewed as joint tenants.

5.2 Joint tenancy will be limited to 2 tenants per plot.

5.3 Joint tenants will be jointly responsible for the annual rent and must both sign the tenancy agreement.

5.4 Joint tenants that are both CAA members provides individual voting rights at the AGM and the right to retain the tenancy should the other tenant give up.

6. **Group tenancy:**

6.1 A group may be an informal association of up to 6 people or a registered legal entity.

6.2 Members of an informal association will be jointly responsible for the annual rent and all members of the group must sign the tenancy agreement.

6.3 The representative of the legal entity is responsible for the annual rent and must sign the tenancy agreement and provide evidence of liability insurance.

6.4 A Group Tenancy provides the group with one vote at the AGM.

6.5 In the event of members leaving an informal group the remaining members of the group will be responsible for payment of rent and tending of the plot in accordance with the tenancy agreement.

7. **Disputes between tenants:**

7.1 All reasonable efforts will be made by the CAA committee to resolve disputes between tenants fairly and quickly. The resolution proposed by the CAA committee will be final.

7.2 Complaints should be made in writing to the chairperson of the CAA committee.

7.3 The CAA committee will request a written answer to the complaint from a tenant subject to the complaint.

7.4 In the event of a complaint being upheld and that the tenant subject to the complaint has been found to have failed to comply with the terms and conditions of the tenancy agreement then the CAA committee will issue a verbal warning. In the event of continued non-compliance, a written warning will then be issued followed in due course by a notice to quit as detailed in part 8 below.

8. Notice to quit:

8.1 A tenant will be given written notice to quit if:

8.1.1 they have not complied with the terms and conditions of the tenancy agreement, after being provided with a written notice and no less than 28 days to comply with the terms and conditions;

8.1.2 rent arrears exceed 28 days from the due payment date.

8.2 Notice will normally be not less than 28 days. However immediate notice to quit will be given in the event of gross misconduct.

9. General conditions:

9.1 Tenancy will be limited to the equivalent of one full plot per household.

9.2 Tenants may not sub-let plots.

9.3 In the event of the death of a tenant the tenancy will be deemed to have ended after 2 calendar months have elapsed.

9.4 Tenants must advise the CAA of any change in their residential address and contact details. The CAA may use email, telephone and/or letters to communicate with tenants.

9.5 Tenancy holders must ensure all regular cultivators are named on the tenancy agreement.

9.6 Tenants will be expected to behave reasonably and courteously when on the allotment site. Complaints regarding behaviour will be resolved in accordance with the CAA disputes procedure as stated in 7. above.

9.7 Tenants may not keep livestock of any kind on the allotment. There is provision in Colwall Village Garden for bee hives.

9.8 Tenants may not park vehicles in Old Church Road when present on the allotment site and must not park on the site at Colwall Village Garden when notified that the site is closed to vehicular access.

Limited parking facilities are available on the allotment site at Colwall Village Garden but there is no guarantee of parking on the site at any time. The site will be closed to vehicular access when the Colwall Orchard Group Estates Committee considers the surface conditions are unsuitable for parking.

9.9 Plots should be well managed and maintained and tenants must not allow their plots to become neglected. The CAA recognises that tenants will differ in the ways that they achieve this goal and encourages a wide range of approaches to allotment holding. However, where an area of more than 50% of the total plot area (not

including a reasonable area of pathway) is left uncultivated¹ during the growing season² and at the time of a Plot Inspection, a formal notice to quit will be issued following adherence to the appropriate CAA procedure (as detailed above at 8.11).

- 9.10 Tenants must maintain boundaries of their plots and should not allow any plants to become a nuisance and encroach upon mown boundary paths or neighbouring plots. Plot boundaries will have fixed markers and tenants must not allow their plot to extend beyond these. The CAA will make every effort to contact tenants before taking action to remove vegetation from pathways but reserves the right to cut back encroaching plants.
- 9.11 Invasive plants and weeds that risk spreading to other plots or the surrounding environment must be managed, and prohibited plants must not be allowed to establish on a plot. A CAA list of invasive and prohibited plants is in Annex A to the Tenancy Agreement. Management of invasive plants will include dead heading before seeds are dispersed and removing root spreading plants before they reach the plot boundary.
- 9.12 Tenants may cover temporarily uncultivated areas of their plot, with proprietary membrane or a thick mulch, to discourage the growth of invasive and prohibited plants. If a covered area is greater than 50% of the total plot area, then the tenant must inform the CAA so that a date can be agreed for re-cultivation. Permanent covering of large areas of a tenanted plot, during the growing season², will not be permitted unless prior permission from the CAA has been obtained.
- 9.13 Tenants will be expected to use organic methods of cultivation following the Soil Association guidelines. The CAA will circulate a list of approved herbicides and pesticides from time to time.
- 9.14 Tenants may not build a shed, fence, hedge, pond or any other structure on the plot other than compost bins.
- 9.15 Tenants wishing to construct raised beds should seek the permission of the CAA committee prior to doing so – there may be limitations on the height and area allowed. Permission will not be unreasonably withheld.
- 9.16 Those tenants wishing to use fruit cages should seek permission from the CAA committee as there may be limitations on the height and area allowed. Permission will not be unreasonably withheld.
- 9.17 Tenants may use netting, horticultural fleece, proprietary weed suppressing membrane and cloches not exceeding 1 metre in height. If the cloche has glass it must be safety glass or have safety film applied. However, large polytunnels or carpet may not be used on the allotment site.
- 9.18 The use of barbed/razor wire is forbidden.

¹ Cultivation of a plot is defined as: the maintenance and improvement of the soil; the growing of herb, flower, fruit and vegetable crops; the control, prevention and removal of plants that are named on the CAA list of invasive and prohibited plants (I&PPs).

² The Growing Season for CAA is May to October during which time there will be periodic plot inspections by the CAA committee.

- 9.19 Tenants should not allow rubbish, cuttings, prunings, etc. to accumulate on or near the plot. Individual compost bins are permitted.
- 9.20 Individual bonfires will not be allowed at any time. A communal bonfire will be arranged by the CAA as and when necessary.
- 9.21 Tenants must not bury or spread the ashes of a family pet or animal on their plot.
- 9.22 Tenants are required to use all possible methods of water conservation when cultivating plots.
- 9.23 Tenants will have access to the tool store and must not disclose any information (for example, a combination lock code) to another person where that disclosure might compromise the security of the tool store. The store should be left locked at all times. Failure to comply with this condition will be treated as a serious breach of this Tenancy Agreement.
- 9.24 Tenants must return all tools and equipment to the store and leave them tidily in a clean and serviceable condition. Any damage to tools should be reported without delay to any member of the CAA committee.
- 9.25 Tenants must not store flammable materials on site or in the tool shed. Failure to comply with this condition will be treated as a serious breach of this Tenancy Agreement.
- 9.26 Dogs are allowed within the allotment area, but are to be kept on a lead and to be kept off other people's plots.
- 9.27 The CAA committee reserves the right to amend or change the terms and conditions of the tenancy agreement following an extraordinary general meeting or an annual general meeting held in accordance with the Articles of Association of the Colwall Allotment Association.

General Data Protection Regulation, 2018: We will not disclose any of the information you give us beyond the Colwall Allotment Association, the Colwall Orchard Trust and the NSALG. We do not sell or supply any of the information you give us to anyone. We will treat the information you give us with respect, as well as in accordance with the law. We will only use the information that you give us to administer the efficient organisation of the Association and to comply with the membership conditions of the NSALG.

November 2019

Colwall Allotment Association

List of invasive and prohibited plants

Prohibited Plants

- Japanese knotweed (*Polygonum cuspidatum*)
- Giant hogweed (*Heracleum mantegazzianum*)
- Himalayan balsam (*Impatiens glandulifera*)
- Rhododendron ponticum (*Rhododendron ponticum*)
- New Zealand pigmyweed (*Crassula helmsii*) (this is banned from sale)
- Bamboo (*Bambusoideae*)
- Willow (*Salix*)
- Fast growing conifers (including Christmas trees)
- Trees, including fruit trees, without consulting with CAA committee, and only when on dwarf root stock

Invasive plants

Must be controlled through weeding, removing root spreading plants before they reach the plot boundary and dead heading before seeds are dispersed.

- Annual meadowgrass (*Poa annua*)
- Bind weed (*Convolvulus arvensis*)
- Bitter cress (*Cardamine hirsuta* (hairy bittercress), *C. flexuosa* (wavy bittercress))
- Black Bindweed (*Fallopia convolvulus* (L.))
- Blackberry (*Rubus fruticosus* agg)
- Cleaver, Goosegrass (*Galium aparine*)
- Comfrey (*Symphytum officinale*) other than Bocking 14
- Common chickweed (*Stellaria media*)
- Couch (grass) (*Elymus repens*)
- Crabgrass (*Digitaria*)
- Creeping buttercup (*Ranunculus repens*)
- Creeping Thistle or field thistle (*Cirsium arvense*)
- Dandelion (*Leontodon taraxacum*)
- Dock: broad-leaved dock (*Rumex obtusifolius*) and Curled dock (*Rumex crispus*)
- Enchanter's nightshade (*Circaea lutetiana*)
- Green alkanet (*Pentaglottis sempervirens*)
- Ground elder (*Aegopodium podagraria*)
- Groundsel (***Senecio vulgaris***)
- Herb bennet (wood avens) (*Geum urbanum*)
- Herb Robert (*Geranium robertianum*)
- Horsetail (*Equisetum arvense*)
- Lesser celandine (*Ranunculus ficaria*)
- Mint (various in mentha family eg *Mentha spicata*)
- Nettles (*Urtica dioica*, *U. urens*)
- Oxalis (Wood sorrel) (*Oxalis corniculata*, *O. debilis*, *O. latifolia*)
- Poppy (*Papaver* various)
- Ragwort (*Senecio jacobaea*)
- Rosebay Willowherb (*Chamaenerion angustifolium*)
- Russian vine (*Fallopia baldschuanica*)
- Spear thistle (*Cirsium vulgare*)