



EDEN PARK TENANCY AGREEMENT AND SITE RULES

Version 1.93 December 2023

This agreement is made on DD/MM/YY, between Eden Park Allotment Association
and (full member names) Full address NAS/Site ins. £5pp

_____	of	_____	
_____	of	_____	
_____	of	_____	
_____	of	_____	
_____	of	_____	

Associate members (persons who will work regularly on the plot but not responsible for paying the rent)

_____	of	_____	
_____	of	_____	
_____	of	_____	
_____	of	_____	
_____	of	_____	

The above information provided by Tenants may be held on a database and processed in accordance with the provisions of the GDPR regulations administrative and statistical purposes. Eden Park Allotment Association will not disclose the information to third parties without prior written consent of the Tenant unless required to do so by any relevant authority.

1. TENANCY AND RENT

- (a) The Association agrees to let and the Tenant agrees to take all that piece of land situated at EDEN PARK ALLOTMENTS designated as follows on the Association's allotment plan and outlined green on the allotment plan overleaf: -
- Plot Number _____ containing approximately _____ square metres
- (b) The Allotment Garden shall be held on a yearly tenancy from November each year, at a current annual rent of _____ which is payable to the Association by the Tenant on 1st November of each year ("the Rent Day").
- (c) Mid year tenancy take up will be 'rent in full' up to 31st July. After this date there will be a 25% rent reduction for the period from _____ to 31st October of _____. From 1st November full rent will be payable thereafter.

Sustainability

'In adherence to this allotment Tenancy Agreement, all plot holders are encouraged to actively engage in water harvesting and composting practices, fostering sustainable cultivation and resource conservation, to collectively promote the long-term health and productivity of the allotment community and minimise environmental impact'.

Executed by the Association by signing by two members of the Committee

Signature of Full members and date

_____	dated _____
_____	dated _____
_____	dated _____
_____	dated _____
_____	dated _____

Committee Signatures

Date
Date

The Tenancy Agreement and Site Rules is a legally binding document.

Site Plan:

Special boundary conditions marked:

Exclusion zone within 3 metres of boundary fences with Aspen Road and Holly Mews where no structure or anything that can be climbed on should be placed; Association fence not to be altered or removed. "L" marks starting corner/s for shed.



- (c) Rent will be reviewed yearly by the committee and notice of any rent increase will be given by the Association to the Tenant two months before the AGM.
- (d) Water supply shall not be included in the rental charge. Where mains water has been used for watering plots, it will be charged to all tenants according to their plot size.
- (e) Where a Tenant can prove they have not used mains water to water their plot, they may be exempt from being charged for mains water.
- (f) **Probation Period:**
Upon assuming responsibility for a new plot, a probationary period of 3 months will be initiated. This period serves to assess dedication to the plot and to align the workload that has been undertaken with lifestyle. Occasionally, individuals have come to the realisation that they are unable to manage the required work and have had to relinquish their plots.
If, after the 3-month probationary period, no work has been performed on the plot, you will be required to surrender it, and any fees paid will not be subject to refund.

Tenancy agreement

You will be issued with the Tenancy Agreement and Site rules- these will be signed by the plot holder/s and two committee members and payment for a year's annual lease will be taken, including relevant NSALG membership and insurances.

The **Tenancy Agreement and Site Rules is a legally binding document** between you and Eden Park Allotment Association, with the Committee as managing agents, and sets out the terms that you agree to let the plot under. Please read them carefully. It describes how you should cultivate your plot, what you must not do and what your responsibilities are. Failure to comply with the terms could result in your plot being taken back by EPAA. If you wish to accept the terms, please sign and return the forms as directed.

2. TERMINATION OF TENANCY

- (a) The tenancy of the Allotment Garden shall terminate: -
- (i) automatically on the Rent Day next after the death of the Tenant, or
 - (ii) on the day on which the right of the Association to occupy determines by reason of notices served on the Association in compliance with S1(b) (c) or (d) Allotments Act 1922, or
 - (iii) by re-entry after three months previous notice in writing to the Tenant on account of the land being required for building, mining or any other industrial purpose or for roads or sewers necessary in connection with any of those purposes, or
 - (iv) by the Association giving the Tenant at least 28 days notice in writing, or
 - (v) by the Tenant giving the Association 28 days notice in writing, or
 - (vi) by re-entry if the rent is in arrears for not less than 40 days, or
 - (vii) by re-entry if the Tenant is not duly observing the conditions of this tenancy, or
 - (viii) by re-entry if the Tenant becomes bankrupt or compounds with his creditors.
- (b) In the event of the termination of the tenancy the Tenant shall return to the Association any property (keys, etc.) made available to them during the Tenancy and shall leave the plot in a clean and tidy condition. If, in the opinion of the Association Committee, the plot has not been left in a satisfactory condition, any work carried out by the Association to return the plot to a satisfactory condition shall be charged to the Tenant (Section 4 Allotments Act 1950).

Rules:

The Eden Park Allotments are a brand-new site which gives us an opportunity to ensure the land remains as fertile and free from contaminants as possible. There are also planning clauses attached to the site relating to its appearance. These two factors mean the rules governing the site are more specific and comprehensive than most other, historic, allotments. If you are unsure about any of the rules, please ask a member of the committee.

3. CULTIVATION AND USE OF PLOTS

- (a) The member agrees to cultivate the allotment garden plot in such a manner as shall preserve its fertility, keep it tidy and free from weeds and rubbish and maintain it in a state of cultivation to the satisfaction of the Association as per these rules.

If the plot (or part of it) is left uncultivated or is not kept in an appropriate manner this may lead to a termination of the tenancy as set out in the Tenancy Agreement and in the following way:

- (i) A member of the Association Committee will have an **“informal chat”** with the Tenant, advising them that their plot is not being cultivated or maintained to the standard expected and that improvements are necessary. Help and advice will be offered.
- (ii) If, **after 14 days**, there has not been an improvement in the state of the plot, the Association will **write to the tenant giving them 28 days notice to improve it or risk the tenancy being terminated** and inviting them to offer reasons for the continued condition of their plot. Help and advice will continue to be offered.
- (iii) The **Tenant may appeal in writing to the association within 14 days of the date of the warning letter**. The Association may, in exceptional circumstances, extend the period allowed for the plot to be brought up to standard.
- (iv) **At the end of the 28 days notice period** if, in the view of the Association Committee, the plot is not up to a reasonable standard, the **tenancy will be terminated**.

- (b) To keep Eden Park Allotments looking great and working well for everyone, you need to look after your plot and the area around it. A well-kept plot means it's regularly looked after: weeds are controlled, plants are growing, and everything is tidy and safe. This includes your growing space, any structures like sheds or greenhouses, and the paths inside your plot.

First Year Expectations:

By the end of your first year, at least 75% of your plot (not counting sheds or greenhouses) should be in use for growing. You can put up permitted structures. Any parts of your plot you're not using must be covered with things like mulch, permeable membrane, or green manure so weeds don't take over and spread seed all over the site.

Second Year Expectations:

By the end of your second year, your whole plot (except for structures) should be ready and being used to grow things.

You still need to keep weeds under control, and any part you are not planting must be covered securely to stop weeds from growing and spreading.

Path Maintenance:

You're also accountable for the path/s adjacent to your plot.

This means you need to keep it weed-free, tidy, and safe for others to walk on.

The Committee will provide wood chip paths when needed, but you are expected to keep your bit clean and clear. In exceptional circumstances, the Committee may grant permission for a plot to remain fallow for a specific agreed-upon period. However, it is crucial that during this time, the plot remains securely covered (mulch, membrane or green manure) to control weed growth. If you find yourself facing such circumstances, please consult with the committee for support.

- (c) Perennial weeds should be removed from the ground as soon as possible and composted separately from compost to be re-used on plots. Communal facilities are available for composting perennial weeds. All weeds should have soil shaken off before composting or disposal.

Tip: To avoid perennial weeds reseeding after composting, soak them in water until they become a "mush" prior to composting.

- (d) Tenancies of vacant allotments will be granted to applicants as per the Association's rules.
- (e) The Committee has the right to refuse any application to join the Association without stating the reason.
- (f) The Committee has the right to remove any name from the waiting list/s without stating the reason.
- (g) Members and prospective members should be aware that colonies of honeybees may be sited in their own area separate, fenced off area within the allotment site boundary.

- (h) The plot-holder agrees:
- (i) To use the allotment garden plot for the private and non-commercial cultivation of primarily vegetables, flowers and fruit.
 - (ii) To use the allotment garden plot in a responsible manner and to take such precautions as will prevent any annoyance of or disturbance to tenants of adjoining allotment gardens or the owners or residents of adjacent houses.
 - (iii) To keep that portion of the allotment garden, flower margin and any pathway that is adjacent to the allotment garden free of any obstruction.
 - (iv) To permit any officer of the Association or any person permitted by the Association to enter upon the allotment garden at all reasonable times for the purpose of inspecting the plot.
 - (v) **To use rainwater harvesting whenever possible.** To obtain mains water only by the use of the dip tanks when they are in use. Hose pipes and sprinklers are not to be used unless they are self-contained within a members' plot (e.g. a solar or battery powered system attached to water-butt/s). The mains drip tanks will only be used when communal rainwater harvesting is empty. **No hose pipes are to be attached to any EPAA water fixture.**
 - (vi) Do not light bonfires or burn rubbish on site. No bonfires will be allowed on site **at any time or in any location** due to the proximity to Leicester Road and neighbouring houses. Communal composting areas are available for perennial weeds. Please take your rubbish or anything non-compostable home. Handheld weed burners are permitted provided they are used safely.
 - (vii) To not trespass onto other plots unless invited onto them.
 - (viii) Deliveries should be promptly relocated from the designated delivery area within 9 days. Before scheduling a delivery of bulk or large items, please obtain prior authorisation from the committee. Members are required to provide ownership information. Additionally, it is essential that all deliveries are clearly labelled with the owner's plot number. These arrangements ensure that site maintenance is not disrupted and ownership is known. If you haven't collected your items you will not be able to have a further bulk delivery for 12 months from the date the delivery was left.
- (i) **No Glyphosate spray weed killers** are to be used (e.g. ordinary spray Round-up as well as other common spray weed killers as they have been linked to cancer and negative effects on wildlife). Please check the label for Glyphosate. The Association website will be updated with a list of readily available organic weed killers. Experiments by the Committee have shown that rotavating, digging over and regular weeding are more effective than chemical weed-killing at getting rid of weeds. For weed-killing small areas or specific plants, "Round-up Gel" is permitted for use; again, please read the label.
- (j) If using an organic spray, do not spray on breezy or windy days. Be aware of which direction spray is drifting in and avoid it going off your plot.

- (k) Plot holders must not store flammable liquids on site. All chemicals brought onto site must be clearly labelled with their contents.
- (l) Any evidence of theft and vandalism must be reported to Warwickshire Police and also to the Association committee as soon as possible after the incident comes to a Tenant's attention.
- (m) Any damage or deficiencies in the site's fences, gates or locks must be reported to the Association immediately.
- (n) Communal water tanks must not be used to wash equipment or produce to avoid the spread of any disease or virus. Water tanks are also not to be used as a source of drinking water.

4. SHEDS, GREENHOUSES AND OTHER STRUCTURES

- (a) The Association gives its general approval to the erection of any shed/cold frame/potting shed/fruit cage/polytunnel greenhouse providing it is in accordance with these guidelines and that it does not in any way obstruct or cause detriment to members on neighbouring plots or to the association in pursuance of their general site maintenance responsibilities.
- (b) Any such structure must not cross any path or boundary between allotment plots, even if the member has a tenancy of each plot. The structure must be sited at least 50cm (20 inches) from any adjacent shared path or another plot. Sheds/potting sheds, fruit cages and poly-tunnels must have a maximum height of 2.5m (8ft 2in) due to planning law.

The maximum permitted floor size of sheds, potting sheds and poly-tunnel greenhouses are:

Size of Plot	Max shed dimensions	Max potting shed (with a growing area) dimensions	Max poly-tunnel dimensions
50m ²	4 ft x 6 ft (1.21m x 1.83m)	6 ft x 8 ft (1.83m x 2.44m)	7 ft x 12 ft (1.83 m x 3.66m)
100m ²	6 x 8 ft (1.83m x 2.44m)	8 ft x 10 ft (2.44m x 3.05 m)	13 ft x 15 ft (3.66m x 4.57m)
150m ²	8 ft x 10 ft (2.44m x 3.05m)	10 ft x 12 ft (3.05m x 3.66m)	15 ft x 20 ft (4.27m x 6.10m)

The above dimensions exclude "lean to" extensions for the purpose of extra rainwater harvesting area.

At least one "starting corner point L" for the starting corner for a shed is shown on each plot plan attached to your Tenancy Agreement. Your shed (if you install one) must start here to maintain visibility into and across the site for security purposes and due to planning constraints on the site.

A "jig" that can be placed on the ground to determine the starting corner to your shed is available to borrow from the Association. The starting corner is 50cm (20 inches) from the plot corner boundaries in both directions.

If only erecting a greenhouse, cold frame or another structure, please place the structure away from the starting point for the plot's shed so one could be erected at a later date should one be required.

- (c) Any shed, greenhouse, cold frame, potting shed, fruit cage or poly-tunnel erected on the allotment garden must be maintained in a good state of repair and condition to the satisfaction of the Association. If the Association is not satisfied with the state of repair, it may order the Tenant to repair or remove the structure.

Advice on poly-tunnel greenhouses...

The allotment site experiences frequent high winds, and for this reason, we strongly advise using poly-tunnel style greenhouses that are either anchored into the ground or secured with ground anchors, following the manufacturer's instructions. It is not recommended to use less sturdy green-covered tunnels, as their door zippers are susceptible to failure. During high winds, a zipper failure can turn these greenhouses into large kites, potentially causing them to become airborne.

Similarly, we discourage the use of homemade poly-tunnels constructed with blue water pipes, as they are prone to failure in strong winds, with potentially disastrous outcomes.

If poly-tunnels are displaced by the wind and result in damage to the property of the Committee or another plot holder, the plot holder responsible for the poly-tunnel accepts liability for covering any associated repair/replacement costs.



Our recommendation:

Strong doors, strong structure. Poly cover buried in ground, frame anchored by anchor plates or burying. High resistance to high winds provided the door is secured.



Not recommended, please do not buy, and install site.

For health and safety reasons, any structure on site which poses a danger will be subject to removal by the Association with the cost to be borne by the plot holder.

- (d) Where there is any dispute between plot-holders in relation to these rules, the Committee's decision will be final. The Association has the power to require a member to move or dismantle a building if these rules are not complied with.
- (e) All sheds and greenhouses must be commercially available, not manufactured ad-hoc (for example using wooden pallets, corrugated iron or glass panes or panels). Our site is very exposed to high winds and structures will present a real danger if not constructed properly so please follow the instructions carefully when erecting any buildings and ensure they are securely anchored.

Reduce, Re-use, Recycle: Please try to reduce your impact on the environment on your plot.

Recycling old sheds (Facebook marketplace is a great place for used bargains) and other structures is a great way to reduce the cost of setting up and keeping your allotment and it's good for the planet.

- (f) Sheds and other structures should be left **natural (untreated)** or if treated or painted, must only be painted or stained a natural shade of **brown** or **green** due to planning constraints.
- (g) Only poly-tunnel or perspex greenhouses are allowed on site. **No glass is to be used in any structure.**
- (h) Any structure erected should have a gutter/s fitted attached to a water butt/s in order to collect rainwater. Water harvesting can be attached to any structure to reduce and hopefully eliminate our use of mains water for watering plots.
- (i) Tenants are **encouraged to compost on their plots**; for this purpose, wooden pallet construction of compost bins is allowed. Safe example designs are available to view. Wooden pallets should only be used as storage or for construction of compost bins or other small structures.

Please do not use pallets stamped “MB” under any circumstances. These have been treated with Methyl Bromide which is a potent pesticide proven to be harmful to human health. A pallet marked EUR but not EPAL as well may also be unsafe.

- (j) Tenants are also **encouraged to harvest rainwater** on their plots; provided such structures are safe, ad hoc construction is permitted. Advice can be sought from the Association about cost-effective but safe construction of rainwater harvesting structures.

Water Harvesting:

Even small structures like compost bins or small tool stores can be modified slightly to enable rainwater to be harvested. The pictured compost bin was eventually used with a small water butt and, depending on rainfall, could be enough to supply water to a small plot (50m²). Please also be aware that in most circumstances buying domestic guttering is unnecessary. For example, Floplast sells a range of “Miniflo” guttering, downpipes and joints that are cheaper than full sized guttering.

- (k) **All water butts and large water containers/storage including ponds should be covered** by netting or a solid top to avoid wildlife/humans falling into them. Ponds over 1m² and 30cm deep are forbidden on plots for health and safety reasons. **All ponds on plots must be covered** with metal rebar frames at ground level.
- (l) **Only one shed/potting shed plus one poly-tunnel/greenhouse and one fruit cage** will be allowed per plot. Any further construction will be at the discretion of the association committee.
- (m) **Fences are to be no higher than 1m (39 inches)** and are to be of **pole and mesh** construction, **not solid**. Plot holders’ fences are not to be attached to any site fixtures – for example water troughs or boundary fences.
- (n) Each plot is marked by **4 corner boundary “posts”** which are heavy-duty, treated tree stakes. These posts are **not to be moved or removed** unless in need of replacement.

Examples of recommended fencing types will be available to view around the site, please ask the Committee for details and recommendations for your particular plot if you’re not sure.

Please add extra posts as described below...

Adding extra fence posts or gate posts in between existing posts:

Use a string line (or wire) towards the base of the corner posts. Place the new post in position and “eye-up” the posts to make sure they are in line. Start ramming or hammering the post home; once you’re about half-way down, eye-up the posts again to make sure they are still straight – it’s much easier to pull out a half-down post than one that’s rammed all the way down! We recommend thinner “fruit tree” posts as they are cheaper than full size fence posts.

Please talk to your neighbour about any fence you install on a boundary. You could potentially split the costs and it will ensure a more harmonious site if neighbours agree or compromise on what kind of fence should border their plots. “Back fences” are not permitted. In the event of disagreement over what sort of fence two neighbours want between their plots, the Association Committee will listen to both sides and make a binding decision.

Fences...

Please consider how much of a fence you need! The reason wire fences were chosen is to minimise the impact on the environment in terms of the carbon footprint of constructing the fence and maintaining it and allowing as much wildlife as possible to make its way through the site. That being said, there are rabbits on the areas adjacent to the allotment site and muntjac deer are present in the wider area. A two or three strand wire fence with rabbit wire bottom “panel” is recommended, if you want to keep rabbits off your veg!

There are also ways to make your fences “green” by growing up and along them. Raspberries, blackberries and loganberries are easily trained along the wires of the fence and will provide you with a harvest from your boundary!

Please negotiate with your neighbour/s if planting such crops along a fence-line.

- (o) **Nothing is to be placed against or attached to any of the site's external fences or gates; these remain the responsibility of Rugby Borough Council.**
- (p) **If your plot includes a wired Association fence (shown on the plan in this agreement), this is not to be removed under any circumstances.** These fences are designed to ensure main paths are used and smaller, side-paths are kept clear for access and some form a boundary to the site.
- (q) “Footings” and foundations for structures on plots must only take the form of paving slabs, corner blocks, adjustable feet or compressed aggregate. **No poured concrete**, with the exception of ground-anchors (see (r) below), is to be cast into or onto the ground for sheds or other plot buildings.

Foundations and shed bases	
<p>Gravel: There are many commercially available plastic bases that can be filled with gravel to form the base for a shed. A similar foundation can be formed from a wooden form-work filled with gravel or compacted sub-base.</p>	<p>Corner blocks: For small sheds, dense concrete blocks under each corner of the shed can provide a solid enough foundation if the blocks are level. If using this method, please ensure your shed stays under the 2.5m height limit.</p>
<p>Paving slabs: If laid onto a layer of subbase and builders sand, paving slabs can form an effective shed base. However, this is probably the most expensive type of shed base on the list!</p>	<p>Adjustable feet: Spiked or flat-bottomed adjustable feet are available commercially and, provided they are fitted well and secured safely, should provide an effective shed base.</p>

Whatever form of shed or tool store you are planning, please read the **Pest Control Policy** to understand how your choice might affect the kind of pests you encounter under your building!

- (r) Where members wish to make a ground-anchor to secure tools and equipment inside their shed or greenhouse, this must be a maximum of 30cm x 30 cm x 30 cm (1 ft x 1 ft x 1 ft) and should be cast entirely into the ground to give it stability and mean it cannot be pulled out.
- (s) **Decking structures**, whether raised or sunken, are allowed on any plot size but should not exceed **an area of 3m²**. They must also be designed to be **rodent-proof**, such as rodent mesh or back filling the decking, etc. The decking is to be regularly maintained in good condition.
- (t) Along Aspen Road and Holy Mews there is a 3 metre (9ft 10in) zone starting at the site boundary fence where no structures or anything that could be easily climbed on should be placed (including compost bins, cold frames etc...) to ensure there is no easy way to climb out of the allotment site.
- (u) Heras style fencing is not to be used in any form on plots.

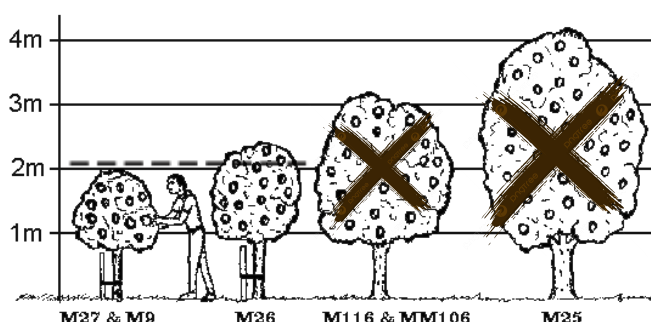
5. TREES AND BUSHES

- (a) The Member agrees not to cut or prune trees or hedges which are on communal areas of the site or which form the perimeter of the allotment site and which do not cover part of their plot without the written approval of the Association. Trees which have a tree preservation order must not be touched under any circumstances.
- (b) Planting of fruit trees and bushes is permitted by members on site provided that it is on a semi-dwarf (M26), dwarf (M9) or very-dwarf (M27) rootstock.



Rootstocks:

We are informed that an M27 rootstock is unlikely to be suitable or result in a very prolific fruit tree.

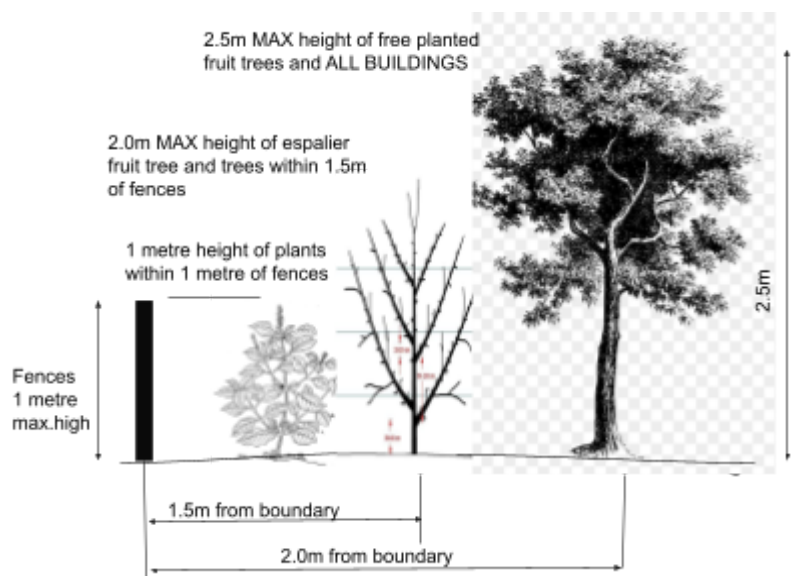
Therefore M9 and M26 rootstocks are allowed *but* will almost certainly require “topping” and/or annual pruning to keep within the site rules. If in doubt, please talk to a member of the Committee.



- (c) In the event that trees on a dwarf rootstock grow over the height limit, they must be pruned back down to the height limit over winter.
Bushes should always be kept pruned to a maximum of 2m tall.
 Trees found to be on a rootstock greater than M26 Larger Dwarf will be subject to removal without notice at the direction of the allotment Association with the cost of removal and disposal of the tree to be borne by the plot-holder.
- (d) **A maximum of 25% by ground area of a plot may be used for dwarf fruit trees which must be kept in good condition. No other trees may be planted on plots.**
Overhanging branches and reaching roots that extend over pathways and into neighbouring plots due to being planted too close to plot boundaries can be trimmed or cut for maintenance purposes by a neighbouring plot holder or a Committee member carrying out committee business, any resulting damage is not liable.

Free planted / bush 	Cordon / espalier 
Must be planted at least 2 metres (6 ft 7 inches) from the boundary of your plot. Max height: 2.5m (8ft 2in).	Must be planted at least 1.5m (4 ft 11 inches) from the boundary of your plot. Max height: 2m (6ft 7in).

- e) Parts of the allotment site bordering fences are sown with wildflowers or left to nature. These must be respected by plot holders under all circumstances: they are for access to fences for repairs and do not form part of anyone's plot. Nothing should be stored or placed in these areas.
- f) Boundary plants: plants and bushes planted within 1 metre (40 inches) of the plot boundary should have a maximum height of 1 metre (40 inches).



6. KEEPING OF LIVESTOCK, INSECTS AND OTHER ANIMALS

The Member agrees:

- (a) Not to keep livestock or bees on their plots without permission. A communal, secure area for bees, subject to its own rules, may be available. Please enquire to the Association Secretary for more information.
- (b) Only rabbits or hens (not cockerels) are allowed to be kept on a member's plot, any member wishing to do so must speak to a member of the committee beforehand and agree to abide by the EPAA's Livestock Policy.
- (c) Not to permit any visitor to bring any dog onto the allotment site unless they are a guide dog or an assistance dog.
- (d) **Members' dogs are allowed on site provided they are kept on a short lead at all times on communal areas of the site (including shared paths) and if on any member's plot should be supervised and under control. Any excrement must be cleaned up immediately.**
- (e) Any member found not adhering to 6(d) will initially be spoken to by the Committee, if after this they persist in not following the rules, they will then be given an official warning with further offences resulting in their permission to bring a dog to site being removed.
- (f) The removal of access for all dogs, except guide and assistance dogs can only be brought into effect after a majority vote by members.
- (g) Plot holders and their visitors must not intentionally cause harm to any animals on the premises, not including those specified in the Pest Control Policy. In the event of prosecution, for any events of this nature on site, the tenancy will be terminated immediately. Tenants are also legally obligated to promptly report any incidents to the police or RSPCA. The Committee is committed to the welfare of animals found on site to be in an injured or in an ill state. If an ill or injured animal is found on site please ring/message the chairperson/secretary or treasurer so that the animal can be taken to a vet as soon as possible.

7. CHILDREN

- (a) **Children** (aged under 16 years) are welcome on the allotments but **must be carefully supervised by a responsible adult at all times**, this includes in the child friendly allotment area, child friendly beds and the communal garden and in all allotment buildings.
- (b) Please educate children in your care about the dangers of gardening equipment, lawn mowers, chemicals, water butts etc...

8. OTHER PROVISIONS

(a) Security:

The Member agrees:

- (i) To 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.
- (ii) To keep the code to the allotment gate padlock secret and not disclose the code to non-Association members. The code will be changed at intervals. If members do not keep the code secret, we will be forced to consider keyed padlocks which will incur costs to the Association and require substantial key deposits from members due to the cost of locks and keys. (At present, the cheapest we can source suited keys is £15 each which would require a £20+ key deposit per key from members).

You may share the code with members of your immediate family or of the household you live with. If you need to share the code with people outside of these groups, for insurance purposes that person needs to join the EPAA. Please talk to the Committee if you are in any doubt.

- (iii) To keep locked all gate/s to the allotment site except on entry or exit. Members must make sure to scramble the combination code when re-locking the gate.
- (iv) Please inform the Committee immediately if you find the gates unlocked.

(b) Conduct and Activities on site:

- (i) Members are welcome to **visit their plots from dawn to dusk for peaceful activities** like watering, potting, weeding, and tending to livestock throughout the entire year. If any tasks necessitate the use of **power tools** or noisy machinery, these should only be carried out **between 8 am and 8 pm on weekdays and between 10 am and 6 pm on weekends**. It's essential to be mindful of neighbouring properties when engaging in activities that generate noise, such as mowing, strimming, rotavating and/or loud music on the site. For the sake of consideration, members should refrain from being on site during the hours of darkness, except in the event of an emergency.
- (ii) Members must only use the EPAA car park inside the allotment site for parking at the allotments.
- (iii) No motor vehicles are to be used on the allotment site except on the car-park.

- (iv) Parking on the EPAA car park is at “owners’ risk” and the EPAA accepts no responsibility for any loss or damage to vehicles or their contents.
- (v) Not to use the allotment for any illegal or immoral purpose and to observe all relevant legislation or codes of practice relating to activities they carry out on the allotment garden.
- (vi) Not to bring or use any weapons (e.g. air rifles, pellet guns, crossbows) on the site.
- (vii) Not to erect or display any advertisement of any kind on or near the allotment garden or anywhere else on the allotment site.
- (viii) **Not to assign, sub-let or part with the possession of the allotment garden or any part of it.**
- (ix) Not to use corrugated or sheet iron, asbestos or asbestos sheet, barbed or razor wire, carpet, underlay, car tyres, glass or glass bottles or large numbers of plastic bottles anywhere on the allotment site.
- (x) Not to take, sell, carry away or permit to be taken any timber, mineral, gravel, sand, clay, turf or soil.
- (xi) Members agree to be bound by all other relevant EPAA policies and guidance including: the Pest Control Policy, Plot Sharing Guidelines, Risk Assessment, Application Process and Safeguarding Policy.

A word on soil, compost and manure:

There have been increasingly common reports of sterile soil being sold. It is recommended that if buying topsoil, you ask to take a sample of the soil before purchase and try germinating a seed or two in it to check its fertility.

Compost, whether in large or especially small quantities, should be checked to see if they are peat based and avoided if they are. Extraction of peat-based compost is linked to habitat destruction and climate change.

Manure is a cheap and effective growing medium but does come with some potential pitfalls: it can contain seeds which will germinate and grow on your plot. Since 2009, there have been multiple reports of manure contaminated with aminopyralid weed killers affecting crops on allotments. Aminopyralid weed killers will potentially remain in manure in a concentration that will kill seeds, seedlings and plants for a year or more. Similar to topsoil, it is recommended that if buying manure you ask to take a sample before purchase and try germinating a seed or two in it to check its fertility.

- (xii) Not to store anywhere on the allotment garden or site any explosives, inflammable material or liquids or any other noxious substances.
- (xiii) Not to carry out any work or alteration to any part of any water, electrical or gas installations on the allotment site without the written permission of the Association.
- (xiv) Not to play or permit ball games to be played on site.

- (xv) The letting of plots shall be the responsibility of the Committee. **No subletting is allowed.** Plots shall not be let to anyone under the age of 16. In the case of child-friendly plots, plots will only be let to someone over the age of 16 who is responsible for that plot for the child. On the communal child friendly plot, close adult supervision should take place at all times.
- (xvi) A Tenant giving up their plot will be obliged to remove or gift to another plot holder his/her shed, greenhouse or poly-tunnel. **Any unclaimed items after 1 month of a member leaving a plot will become owned by the Association.**
- (xvii) No items or material, other than for direct use on the plot, should be brought into or left (including stored) on the site. It is the responsibility of the plot holder to clear all rubbish from the site to the satisfaction of the Committee.
- (xviii) Tenants are not to cause damage to other tenants' property or crops, nor to the infrastructure of the site e.g. roadways, paths, fences, locks, gates etc. However, when it becomes necessary to trim or cut overhanging branches or reaching roots for maintenance purposes, this action should not be considered as causing damage under this rule.
- (xiv) The Tenant must not leave any tools or other equipment unattended on common pathways or other such areas of the site nor in any other way that may cause accident or injury and must ensure that such tools and other equipment are used carefully and with due regard to the safety of others. xx. No burials of any kind (including cremation or scattering of ashes) are allowed on site.
- (xxi) No noisy bird scarers or wind-chimes should be placed on site due to the proximity to Aspen Road. Scarecrows and silent, spinning bird scarers are permitted.



CODE OF CONDUCT

EPAA members, plot holders and their visitors...

1. Will treat others with respect and understand all views are important even if they are not the same as their own.
2. Will respect everyone's right to manage their plot and grow the produce they wish as long as it is within the rules of the Association.
3. Should avoid abusive and inflammatory language, whether in person, by email, or by any other forms of communication, including social media.
4. Will never make physical threats or behave in a manner intended to intimidate or bully another member, allotment holder or committee member.
5. Agree that in the case of dispute between the member and any other plot holder on the site which cannot be resolved shall be referred to the EPAA committee whose decision shall be final and binding on all parties involved in the dispute.
6. Agree that nuisance behaviour could be considered a criminal offence to report it to the Police.
7. Will ensure that any visitor to their plot or the wider site follows the above rules.

Breaking these rules may result in an EPAA members' membership being revoked and their tenancy being forfeited. Visitors breaking these rules will be banned from entering the site in future.