

Pinefield Rules

Membership and lease

1. All allotment users of the Pinefield site must be members of the EAA. Organisations will also maintain a membership with the EAA.
2. Each allotment shall be let annually – from 1st July – 30th June each year.
3. The rent shall be paid annually by the end of June each year, or the allotment may be allocated to someone on the waiting list.
4. Sub-letting of the plot is prohibited.
5. Any person wishing to cease their membership of an allotment is required to notify the secretary.
6. Members should advise the Committee if they are to be absent from the allotments for a significant period due to illness, work etc. This is to allow the Committee to support the member.
7. All new members who have been allocated an allotment must undertake an induction with one of the Committee and pay the rent prior to starting work on the allotment. Membership does not commence until both these steps have been taken.

Communication and interactions

8. Members must act in a respectful and responsible manner towards other members and their allotments, they are also to ensure their family and visitors do the same. Children are to be welcomed and encouraged and must be always supervised.
9. It is expected that all plot holders will act in a manner so as not to cause offence to others and that most issues will be solved by negotiation between individuals rather than resorting to official proceedings. However, there may be times when a member wishes to lodge a complaint. This should be done in writing to the secretary who will bring the issue to the attention of the committee for consideration and determination.

Cultivation and plot maintenance

10. The member shall cultivate the allotment and shall use it only to produce fruit, vegetables, and flowers for domestic consumption by themselves and their family and friends. Allotments must not be allowed to become uncultivated and overgrown with weeds.
11. Members shall take reasonable steps to control and eradicate any disease, vermin, or pests, using organic methods.
12. The allotment shall not be used as a storage facility for items not used directly for the cultivation of the allotment. Trailers must not be left on the site.
13. Each allotment is supplied with one shed. It must be painted and kept in good condition. Each shed must have a water butt to collect rainwater.
14. Dogs taken onto the allotment site must be always kept on a lead and they must not cause a nuisance.
15. Barbed wire or anything else likely to cause injury must not be used.

16. Carpet must not be used as weed suppressant.
17. Tyres must not be used on site.
18. Any waste generated by the plot holder must either be recycled, composted, or removed from the site and disposed of by the individual.
19. Fires on site must be requested via the Committee and adhered to with respect to para 3.1.16 of the Sublease.
20. Each full plot is allowed to erect a polytunnel up to 10m x 3m. For any other buildings permission must be granted in writing as discussed in para 3.1.12 of the Sublease.
21. Ponds are allowed on individual plots and will be no bigger than 6ft round or 6ft square. It will be no deeper than 12 inches. Please notify the Secretary if a pond is being built.
22. All structures must be erected in such a way that they are easily removed when membership ceases.
23. These structures will have to be removed when membership ceases, unless in the case of a greenhouse or polytunnel the construction is sold to the next subtenant. EAA may remove any such structure left behind on the plot and any cost incurred will be billed to the former member.
24. Temporary structures such as fruit cages and cold frames are permitted.
25. Any tools etc. left by the member after termination will be removed and will become the property of EAA and placed in the Community tool share.
26. No items should be removed from any other allotment whether occupied or otherwise without prior permission.
27. If a member wishes to move to another allotment, they cannot move until their original allotment is in a tidy state.

Communal Areas / Working Groups

28. In order to share the workload involved in the upkeep of the site amongst all the plot holders, we manage a rota during the growing season for all standard upkeep tasks.
29. We have 3 general groupings, as follows:
 - CLEANING AND TIDYING - keeping any shared buildings, property and areas clean and tidy (i.e. the toilet, shed, and possibly a portacabin in the future), management of communal compost bins and ensuring nothing is left for over 2 weeks on concrete areas etc.
 - SITE MAINTENANCE – maintenance of structural integrity of the site i.e. construction and maintenance of any paths, fences, communal dung heaps.
 - GROUNDS – grass cutting, strimming, weeding and caring for any plants in all the public areas on site.

30. If any more significant work is required beyond that listed above, this should be referred to a committee member for a group decision on the most appropriate action.

31. All plot holders are expected to undertake the relevant tasks as allocated via each group as and when your plot number is due to participate on the relevant rota. There is some manoeuvrability on any rota, and the person organizing it will endeavour to allow for and accommodate all reasonable issues. However, any plot holder not engaging or failing to perform the allotted duties will be treated in the same way as someone neglecting their plot, and subject to the same compliance process – as set out in this handbook.

Health and safety

32. The EAA is not liable for any costs, damage, injury incurred, or lack of performance caused by vandalism, theft or acts of God on the allotment site.

Communal tools

33. Equipment may be borrowed from the Community shed for personal use at home. The equipment will be booked out on a register that will be provided and it can only be borrowed for a single day.

Site security

34. All site users are responsible for the security of the site. If you are last to leave the site, you are responsible for locking the main gates.

Compliance process

35. If a member is breaking the rules, then the EAA will write telling the member what must be done to correct the situation.

36. Where a member is consistently failing to meet the required standards, an enforcement letter may be sent to the member as set out in para 5 of the Sublease and detailed in the following paragraphs.

37. Any person not adhering to site rules, sublease or other instructions that may be given will make the plot holder subject to the compliance process (see below).

Plot holders are responsible for the behaviour/actions of their guests as per Clause 3.1.13 of the Sublease and as such, the compliance process refers to plot holders throughout, irrespective of who may have triggered the process.

Stage 1. Wherever possible, plot holders will first be advised of the rule breach by discussion/s. Wherever practical/suitable, advice and support will be offered to the plot holder.

Stage 2. If behaviour/action/inaction persists, then a letter will be sent to the plot holder explaining the issues (either electronically or via post). It is important that plot holders ensure that their records are kept up to date with Elgin Allotment Association and any claims that letters/mail have not been received by the plot holder due to failure to update will not be considered justification for inaction.

Stage 3. A second letter will be sent where no action has been taken. This letter will grant the plot holder up to 14 days to rectify the situation. Elgin Allotment Association reserves the right to vary the terms of this letter in exceptional circumstances only and at the board's sole discretion.

Stage 4. Failure to adhere to the requests of the second letter will result in termination from site. A final letter will be sent asking the plot holder to return their plot to Elgin Allotment Association and relinquish their membership to the Association. At this point, the plot holder will be given 30-days to clear the site of their belongings and ensure it is brought up to standard as per sublease. Any belongings left on site after this final 30-day period will be removed/disposed of. If a site is left in unsuitable condition for re-let, the plot owner may be billed for any works required to be undertaken by Elgin Allotment Association in order to bring it up to standard. If the action (or inaction) of a plot holder has required their removal from site, no reimbursement of site fees will be given other than in exceptional circumstances and at the Boards sole discretion.

If a plot holder reaches stage 3 of the compliance process more than twice in a 12-month period, or reaches stage 2, four or more times in a 2-year period, Elgin Allotment Association reserves the right to review said plot holders membership and lease of the Association.

In extreme cases, including, but not limited to, theft or physical assault of Board members or other site users for example, then Elgin Allotment Association reserves the right to begin the compliance process at Stage 4 with eviction of the plot holder from site.