

## **ASHFIELD ROAD ALLOTMENT SOCIETY - RULES**

Ashfield Road Allotments is a self-governing allotment site leased from Chesterfield Borough Council. Rules are needed to ensure that the Society meets the terms of its lease and that the allotments are a safe and pleasant place for members in which to enjoy the growing of vegetables, fruit and flowers. By accepting a plot and paying annual rent members agree as part of their tenancy agreement to abide by the Society's Rules.

When renting a plot members are taking on the responsibility for a piece of land which is entrusted to them. The Society needs to ensure that members are managing the land in an appropriate way during their time as plot holders and ensure the land is in a fit state to rent out again to another member if they decide to move on. Every member should understand their responsibility to the Society and other members and respect and abide by the Society's rules.

### **THE SOCIETY RULES**

1. All applications for allotment gardens shall be made in writing to the Secretary on the form provided by the Secretary. By signing this form the applicant will sign to agree to abide by the rules of the Allotment Society. New tenants are subject to a probationary period as described in Section 7 and any rent paid would be forfeited in the event of being given notice to quit. All members must provide full address and contact details. No member/tenant shall hold more than 3 plots (unless already doing so at Feb 2015).
2. Annual rent shall be payable at the Annual General Meeting or within one month of that date. All rents must be paid by the registered plot holder in person, or, at the discretion of the committee, and only if a valid tenancy agreement is held on file and no concerns have been raised regarding the conduct of the member or cultivation of the plot(s), rents may be paid electronically. The date of the AGM to be arranged by the secretary according to the Constitution. Additionally new tenants will pay a membership/joining fee equivalent to one year's rent. Any tenancy in arrears with their rent for longer than one calendar month will have their tenancy terminated and the allotment will be re-let, forfeiting their joining fee.
3. Additionally annual rent payment will not be accepted by the Society from members whose plots fall below an acceptable standard of cultivation and tidiness. These members will have 30 days to bring their plots up to an acceptable standard (and pay their rent) or have their tenancy terminated.
- 4.1 Tenants shall keep their plots in a good state of cultivation and not allow the growth of weeds to cause a nuisance to other allotment holders. There are no restrictions on what can be grown except that it must be legal. During the year the secretary or representatives of the Committee will view every plot at reasonable intervals.
- 4.2 When the committee have concerns that a plot is not kept to an acceptable level of cultivation, the Secretary will issue a written warning, listing the improvements required within 30 days. If a judgement is formed that significant progress has been made but not enough to fully satisfy the original concern(s), the member will normally be given a further 30 days in which to complete the improvements. If, after this second deadline, a judgement is made that the original improvements have not been made in full, the Secretary may then issue the tenancy termination notice, giving 30 days to clear possessions from the site. If no progress is discernible at the end of the first 30 days, and the Secretary has not received any communication from the member, then a tenancy termination notice may be issued without providing an extension to the deadline.

- 4.3 Any deterioration in cultivation standards within the same calendar year will lead to resumption of the process set out here, and may include the issuing of a termination notice without any further warning. A member may appeal against any formal notice under the grievance procedure, which will be made available on request. The final deadline for any appeal to be considered will be 30 days after a termination notice is issued. All rents and monies paid to the Society are non-refundable.
- 4.4 After the expiry of the notice period relating to the tenancy termination, the plot or plots will be re- possessed by the Society and relet according to the normal processes of letting plots. Any property of value found left behind by the previous tenant including, but not limited to, gardening tools, machines, seeds, will be removed by the Committee and taken to a suitable place where they will be stored for 3 months as further opportunity for these items to be reclaimed by the former member, by arrangement with the Committee. On the expiration of this 3 month period, the Society will deem these items as being abandoned and will take appropriate measures to dispose of them.
- 4.5 In the case of any shed or greenhouse that was placed on the plot or plots by the member themselves, on the expiration of the notice period these will be made available for the new tenant to use and the previous tenant will have no claim for any damage or deterioration that may arise. However, the Committee may take into consideration any reasonable request in writing by the former tenant for an extended period of time to remove any such shed or greenhouse, but not longer than 3 months from the date of the termination notice.
5. In addition to the above the tenant may be liable to pay compensation to make good any allotment if it has not been kept clean and in a good state of cultivation and fertility, this money to be used to make good the deficiency. As a minimum, tenants will forfeit their membership/joining fee.
- 6 . The following conditions also apply -
- 6.1 The tenant shall not sub-let any part or all of the allotment.
  - 6.2 The tenant shall not exchange the allotment with another person except with the written permission of the Secretary
  - 6.3 Prior written consent of the Secretary is required before any chickens, bees or pigeons are kept on a plot to ensure the plot is suitable and there is no adverse effect on other plot holders. No other form of livestock including cockerels will be permitted.  
Each registered member may keep a maximum of 4 hens if they hold a single plot, or a maximum of 8 hens where that member has 2 or more plots. A maximum of 8 hens may be kept on a single plot where 2 members holding separate plots agree to combine their allowance of hens, and have written permission from the Secretary to do so.
  - 6.4 It is the responsibility of all tenants to keep their plots vermin free.
  - 6.5 Tenants shall not obstruct any path or area with manure, refuse or any other object.
  - 6.6 Tenants will keep any path, fence, hedge bordering their plot in good repair and mowed/strimmed/trimmed. The exception being such paths, fences or hedges the Society have agreed to keep in good order.
  - 6.7 The use of carpets to suppress weeds is not allowed on site.
  - 6.8 Tenants should not use their plots for storing equipment and possessions not consistent with the growing of food or plants. Additionally tenants should where possible not keep high value equipment on their plots.
  - 6.9 Tenants will not cause any nuisance or annoyance to any other allotment holder or trespass on any other allotment. All tenants should act in a courteous way and avoid the use of abusive language or acting aggressively or in aggressive manner. Physical violence will not be tolerated.
  - 6.10 All tenants will afford respect to other tenants regardless of race, religion, gender and disability.

- 6.11 Tenants and any visitors/guests will not go on other tenants plots without permission or good reason.
- 6.12 Children must be accompanied by an adult at all times and confine themselves to the tenant's garden. Parents are responsible for their children at all times.
- 6.13 Tenants will not take or remove produce or equipment from other tenants' gardens.
- 6.14 The Society shall have the power to end the tenancy immediately of any member who causes theft or wilful damage and injury to other members.
- 6.15 Any dog brought onto the site to be kept on a leash and not allowed to wander from the owners garden. Any excrement must be cleaned up.
- 6.16 Prior written consent should be obtained from the secretary before the construction of any shed or greenhouse. On termination of membership, the tenant is free to remove or sell to another member any such shed or greenhouse.
- 6.17 All other sheds and greenhouses on the allotments are deemed the property of ARAS unless purchased by or placed there by the current tenant. No shed or greenhouse which is the property of ARAS may be demolished, removed or altered without written permission.  
All sheds, greenhouses or any other form of construction must be maintained in a safe condition.
- 6.18 Fires should be kept to a minimum and must not cause a nuisance to other plot holders and nearby residents. The burning of non garden waste is not allowed and must be taken off site for safe disposal. The burning of garden waste is permitted in metal drums after 6.00pm in Spring/Summer (April to September) and 3pm in Autumn/Winter (October to March).
- 6.19 Tenants should not bring waste or rubbish onto the site for disposal or burning. All rubbish generated during the season should be removed and allotments kept as free of rubbish as possible.
- 6.20 No member is permitted on site before dawn year round. All members should leave the site by dusk. No machinery is to be used on site before 8am year round.
- 6.21 Members are encouraged to lock the entrance gate on entering and leaving the site but must as a minimum close the gate the gate on entering and leaving. The gate padlock must be left snap shut and attached to the gate. The last tenant leaving the site should lock and secure the gate with the padlock provided. Members who fail to secure the gate will be subject to disciplinary proceedings. Tenants will be provided with a gate key on payment of a returnable deposit. Members must not give their key to any person who is not a member of the Society. Non members may be allowed on site when tenants are away, to water plants etc if the Society has been informed and permission received. NB - Security measures are in place for the benefit and protection of all members and their property, please be vigilant.
- 6.22 Tenants should drive and park their vehicles courteously on site and observe a 5 mph speed limit.
- 6.23 Tenants should not drive on grassed areas/tracks when the ground is unsuitable.
- 6.24 Water supplied by the Society should be used sparingly. The use of hosepipes is permitted for the filling of water butts but tenants must not use hosepipes to water their gardens/greenhouses directly. Tenants are encouraged to collect as much rain water as possible. Tenants must not use water baths for the washing of vegetables and cleaning of equipment.
- 6.25 Water containers of 1000 litres or more may not be filled from the Society's water mains supply.
- 6.26 A written warning issued for following a breach of the Society's Rules will stay on file for 5 years only. A second written warning issued within this period and relating to any of the written rules may lead to termination of membership of the Society.

## 7. Probation Periods

Period Tenancy started	Probation Period
1 <sup>st</sup> March to 30 <sup>th</sup> Sept	3 months from date Tenancy Agreement signed
1 <sup>st</sup> Oct to 31 Dec	Flexible terminating on 31 March of next year
1 <sup>st</sup> Jan to 28 <sup>th</sup> Feb	3 Months starting from 1 <sup>st</sup> March

8. Upon termination of the tenancy the tenant shall, if required by the Secretary of the Society, remove from their plot/s within 30 days all crops, buildings and other property belonging to them, making good any defect to the allotment caused by such removal. the 30 days do not apply when rule 6.14 is applied.
9. The Secretary shall call an Annual General Meeting and any Special or Emergency meeting as per the Constitution of Ashfield Road Allotment Society.
10. Plots must be used only to produce food and flowers for members' families. Allotments shall not be used for any trade or business. Sale of produce for financial gain is not allowed.
11. The Secretary or designated committee member or agent of the Council shall be entitled to enter and inspect the allotment site and individual allotments.

Members failing to comply with the Society's rules may be subject to disciplinary proceedings which could include cancellation of tenancy and loss of plot/s. Tenants shall sign that they have received a copy of and agree to abide by the Rules of the Society when accepting the tenancy of a plot. Additionally members agree to abide by the Rules on payment of annual rent.

A copy of the Rules are held for viewing by members in the Society's shop or can be obtained from the Secretary.

**Agreed by members at 2025 AGM**