

*'Allotments are plots of land that people rent so they can grow their own food.'*

## The Rules and Conditions of The Station Allotments Association

Below are the rules and conditions for renting an allotment garden plot on The Station Allotments. These are the rules referred to in the lease agreement between Leeds City Council and the self-administered The Station Allotment Association (SAA).

### Rent and fees

Allotment rents, insurance and other fees are paid from **1<sup>st</sup> October, and must be paid by 9<sup>th</sup> November each year**. If the rent is not paid by 9<sup>th</sup> November, then the tenancy will **end automatically** unless otherwise agreed between the Association Committee and the tenant.

**Please Note:** *The insurance we pay is to cover the Station Allotments Association for public liability. It does not cover any sheds, greenhouses, polytunnels, the contents of these and any tools etc. you may have on your plot.*

### General rules for cultivating an Allotment Plot

*The allotment holder shall:*

1. **Keep their allotment clean, free from weeds and cultivated with compost or recognised soil improver and maintain it in a good state of cultivation and fertility.** Cultivate at least **60%** of the plot area for **fruit, vegetable, and flower** crops, 40% may be used for structures, composting and other horticultural leisure purposes. All organic waste must be composted, and all other waste must be removed from the allotment site.
2. Not plant any trees or shrubs which overhang neighbouring plots or paths. Only trees / shrubs / bushes which produce **edible** fruits may be planted (apple, pear, plum etc. if in doubt ask the committee before purchase). We encourage any fruit trees planted to be on dwarfing rootstock and all fruit trees be kept to a manageable height (so fruit can be easily picked).

Our site has many established fruit trees e.g. apple, pear, plum etc. If you inherit a fruit tree on your plot you are responsible for looking after it. These trees **must not be cut down** without discussing with the committee first. If you are unsure or have any problems with a tree on your plot, please ask the committee for advice.

3. Not keep on the allotment any carpet or other covering other than weed suppressant membranes for that purpose and not to bring on to or store on the allotment any dangerous, harmful, polluting or contaminating substances or chemicals. **No old car tyres** may be brought onto the plots from October 2019.
4. Not to construct or keep a container, tub or tank containing water above ground level which may be a hazard to any person. All water containers **must** have lids or a firm wire mesh covering to prevent accidents.
5. Ponds must be approved by the committee **before** construction, there will be size restrictions, wildlife and safety considerations and they must be within the 40% non-cultivation area. You must not to bury a tub, tank or bath below ground level.
6. Store any fertilizers and chemicals used on the allotment safely according to manufacturer's instructions.
7. Not use barbed wire for a fence adjoining another plot or pathway, unless authorised by the committee.
8. Make sure their plot number is clearly displayed in a prominent position on the plot.
9. **Structures:** a structure may be a shed/greenhouse/poly tunnel. From 01/05/2016 structures allowed are as set out below (existing structures are not affected):
  - a. **Sheds:** One shed up to **8'x6' (2.4x1.8m) max**, if you require a larger shed, please consult the committee stating reasons. Polycarbonate or Perspex glazing only – no glass.
  - b. **Greenhouses:** provided they are being used for the cultivation of crops, no restrictions on size. Polycarbonate or Perspex glazing only – no glass.
  - c. **Polytunnels:** provided they are being used for the cultivation of crops, no restrictions on size.

- d. We encourage any structure on the plot to have guttering and a water collection system.
  - e. All structures must be kept within the boundary of the plot and must be well maintained and safe.
  - f. Any structures already on a plot which are the property of the Association will be passed to new tenants. The new tenant will be responsible for maintaining these structures during their tenancy.
10. Keep grass paths between their plot and neighbouring plots clear from stones or rubbish to allow for access and mowing. Keep the grass at the edge of the plot cut short so edges are clear for mowing.
  11. Not to remove from the plot any soil, gravel, stone or turf.
  12. The allotment holder shall not deposit or allow others to deposit any rubbish or decaying matter on their plot except manure or compost in reasonable quantities to use in cultivation of the plot – this includes the burial of dead animals. The allotment plot must not be used for storing items not directly for gardening and cultivation use. Rubbish/broken items/plastic sheeting must be removed by the plot holder and not allowed to build up in large quantities.
  13. Children's play equipment is allowed but is the sole responsibility of the parents/guardians to maintain. Play must be supervised at all times. Play equipment must be kept within the 40% area allowed for leisure purposes and must be removed from the plot if no longer used. Please check with the committee before installing play equipment. The sites insurance does not cover accidents.
  14. Not without the consent of the Committee, keep any animals, poultry or pigeons on the allotment. Cockerels are not allowed to be kept on any allotment site.
  15. Tenants are permitted to bring a dog onto the allotment site provided it is under proper control and kept within their allotment plot area and does not cause a nuisance or annoyance. All dog faeces must be cleared, bagged and removed from the allotment site. It must not be buried or composted on the allotment site. Failure to do this will result in this permission being withdrawn.
  16. Any fires on the plot must only be used for burning organic waste i.e. hedge clippings etc. Rubber, plastic or any other materials which may cause offensive smoke must not be burnt. The fire shall not cause annoyance to any person either on the plot or neighbouring houses and smoke must not be allowed to drift across a road. Fires must **not** be left unattended and must be fully out before leaving the allotment. Please report any nuisance fires to the committee. Be considerate to others with fires.
  17. The allotment holder shall not cause nuisance or annoyance to fellow allotment holders or those occupying neighbouring houses. They shall not go onto another allotment holder's plot, enter their structures or remove anything from their plot without their permission, this includes any vacant plots. They shall not obstruct or encroach on any path set out for the use of all the occupiers of the allotment. The allotment holder is responsible for the behaviour and actions of family members, friends and children on their plot. Failure to do this will be a serious breach of the tenancy agreement and may result in losing the plot.
  18. Any member moving to a different plot internally must leave their previous plot in a clean state. All rubbish must be removed. The committee will check the condition of the plot before it is re-let to ensure it is in a fit condition.

### Plot Inspections

Any Committee Member or Trustee of the Association, or any authorised Council official is entitled to enter and inspect any part of the allotment site or plots. Plot inspections will take place regularly during the year by two or more members of the committee to preserve allotment plots from deterioration. Monthly inspections during the spring and summer, less frequently in autumn and winter. This is to make sure that plots are kept in good condition, well cultivated and the allotment rules are being followed. Photographs may be taken for committee records. Any concerns arising from plot inspections are discussed by the whole committee, and an agreed course of action is voted on. During a plot inspection an informal chat between committee members and the plot holder may be sufficient to address any problems. When this has not been possible there is a formal procedure set out below.

## Process for the committee to take if a plot becomes neglected/overgrown/uncultivated

1. **First action** from the committee for a plot showing signs of the above may be to put the plot on a watch. This allows time for a tenant, who may have been away, to come down and tend their plot. Photographs may be taken as a record.
2. **First written contact to a tenant** – either an email or letter noting we have not seen them for a while and enquiring if everything is alright but mentioning the problem with their plot and requesting that they come to attend to it as soon as possible. They will be asked to contact the committee if there is a problem which means they cannot get to the plot. Photographs may be taken as a record.
3. **After one month if there is no reply** from the tenant and/or no work is started on the plot, then an official improvement notice is sent. This second letter is more formal with a list of work that is required and giving a time limit for the work to be started and completed – this will be agreed at a committee meeting. This second letter is the 30 days' notice. Photographs of the plot may be sent to the tenant and a meeting requested to discuss any problems they may be having and try to work out a solution.
4. **The third letter, termination notice - last resort**– if the recommendations of the committee in the second letter have not been followed or work has not started. This letter will be sent at the end of the 30 days following the improvement notice and will be the ending of the tenancy. The letter will be sent to the tenant by recorded delivery. The tenant will be given two weeks to remove any items from the plot and the letter will confirm the date their tenure ends.

***At all times during this process, we encourage plot holders to come and talk to us to try to resolve any problems they may be having (size of plot/don't know what to do) but in the end, plots cannot fall into neglect, remain uncultivated and become overgrown. The committee's decision is final.***

## Termination of the Allotment Tenancy

### ***The tenancy of the allotment can be terminated if:***

- The tenant wishes to end their tenancy. When a tenant gives notice to leave, an end date will be decided on, during which time the tenant will be able to remove their items. The outgoing tenant will receive an email or letter confirming the date their tenure ends. The outgoing tenant is not allowed access to the allotment site once their tenure has ended.
- The rent is not paid by **November 9th of each year**.
- The principal tenant, joint tenant or associate members do not keep the Allotment rules set out here.
- The Station Allotments Association ceases to exist.
- All tenancies will end if the Council ceases to own the right to occupy the Allotment land. The tenancy may also be ended by the Council as set out in Section 1.1 of the Allotments Act 1922.
- If a tenant dies during their tenancy, then the tenancy will end, unless there is a joint tenant to apply for the tenancy – the family will be given time to remove crops and items from the plot.

***Please Note:*** If a tenant leaves the Association for any reason, any time before October 1<sup>st</sup> of that year there can be **no refund** of any part of the rent.