



Moulton Allotments (North) Tenant Rules and Requirements

General

The Objective of Rules and Regulations:

Moulton Allotments CIC (*the Company*) via their Management Committee (*the Committee*) have established these **Tenant Rules and Requirements** (*the Rules*) to ensure the safe, productive, equitable and mutual enjoyment by all Tenants of Moulton Allotments (North) (*the Allotment*).

Communications: In strict compliance with the General Data Protection Regulations 2018 (*the Act*), all Tenants will be encouraged to provide the Company with a contact phone number(s) and/or email address(es). This is in addition to Tenant's postal addresses: the latter being required by the Plot Rental Agreement (*the Agreement*). The phone number(s) and email address(es) are collected using a special form (*the opt-in*) and are stored securely in accordance with the requirements of the Act. These data will not be shared with any third party. If a Tenant has agreed to opt-in and has provided an email address, this will be the primary method of communication of notices and information otherwise these will be delivered by post.

General Notices and Information for Tenants: The committee maintains a notice board located at the "T" junction of the site track and important notices and information will be posted on this board. In addition, the Company maintains a website www.moultonallotments.co.uk (*the website*) that is regularly monitored and may be used by Tenants for messages to the Company and/or the Committee. All important notices and information are posted to the website together with examples of all documents used to administer the Allotments.

Tenant Rules and Requirements

1. Observance of Rules and Requirements:

- a. Tenants must at all times fully comply with the *Rules*. Tenants will receive a copy of the *Rules* with their Agreement. The signature on the Agreement attests that the Tenant has read, understood and agrees to abide by these *Rules*.
- b. The *Rules* may be amended from time-to-time and will continue to remain in full force and effect for all Tenants as amended. Notification of changes to the *Rules* will be sent via email (if opted-in) or via letter and will be posted to the website and the allotment notice board.

2. Agreement Termination by Tenant:

- a. The Tenant may relinquish their Plot at any time by terminating the Agreement by giving 30 days written notice to the Committee and leaving the Plot in an acceptable condition. In this case, there will be no refund of prepaid Plot rental.

3. Duty of Care:

- a. Tenants have a duty of care to everyone, including visitors to the site, trespassers and themselves. The Tenant shall be responsible for ensuring that any person present in the Plot with or without the Tenant's permission does not suffer personal injury or damage to his property.
- b. Particular care should be taken when using strimmers, rotavators and other mechanically powered equipment.
- c. Tenants must be respectful of the time of day for local residents and neighbouring Tenants when using such machinery.
- d. The speed limit on the entire Allotment site is 10 mph and must be strictly observed.

4. Site Security:

- a. Criminal acts of vandalism and damage against Tenant's property must be immediately reported to the police and to the Committee. The crime number must be given to the Committee as soon as to hand.

5. Maximum number of Plots leased:

- a. Unless specifically approved by the Committee, only a maximum of three (3) plots can be leased by one person or one couple.

6. Use of the Plot:

- a. The Plot is rented to the Tenant for the sole purpose of recreational gardening.
- b. The Tenant shall not use the plot for any business use whatsoever.

7. General conditions of use:

- a. The Tenant shall not keep livestock or poultry on the plot.
- b. The Tenant shall not obstruct or permit the obstruction of any of the paths or roads which provide a means of access to and from the Allotment or another Tenant's plot.
- c. The Tenant shall not use carpet as a weed suppressant.
- d. The Tenant shall not cause a nuisance or annoyance to the owners or occupiers of land adjoining the Allotments. Noisy machinery shall not be used before 9am on a Sunday morning.
- e. The Tenant shall not assign the tenancy nor sublet or part with the possession of any part of the Plot. Where plots are leased by an organisation providing activities for external groups of people, the organisation must:-
 - (i) Provide the CIC with adequate reassurances that the needs of the clients have been identified and are being met using appropriately experienced and qualified staff
 - (ii) Provide the CIC with an appropriate risk assessment for the work being done,
 - (iii) Ensure that there is always a ratio of supervising staff to clients which has been agreed with the CIC before work commences, and
 - (iv) All staff supervising the clients must have appropriate DBS clearance.

Failure to provide client needs or risk assessments or other such documentation as shall be from time-to-time required by the CIC or failure to provide the agreed ratio of clients to supervising staff or failure to ensure supervising staff have the appropriate DBS clearance will result in the immediate revocation of the tenancy agreement with no refund of rental fees.

- f. The Tenant shall not use any asbestos, tyre or glass product on the Plot except properly identified safety glass. The Tenant shall promptly notify the Committee if asbestos or glass is discovered.
- g. The Tenant shall not use barbed or razor wire.
- h. The Tenant shall ensure that pet dogs do not cause a nuisance to other plot holders and are restricted to the owner's plot unless under the control of the owner. The Tenant shall ensure that dog faeces are removed immediately after defecation and disposed of in an approved manner.
- i. The Tenant shall keep the plot clear and maintained in a good state of cultivation and fertility throughout the year. A minimum of 75% of the plot must be cultivated annually.
- j. The Tenant shall ensure that the whole plot, including any paths or leisure areas are kept tidy, and safe.
- k. The Tenant shall establish and maintain clear warning signage if anti-vandal paint is used.
- l. The Tenant shall only fence the plot with rabbit proof fencing which shall be no more than 1m in height.
- m. The Tenant shall maintain and keep in repair any fences and gates forming part of the Plot.
- n. The Tenant shall not permit any tree, shrub or hedge to grow to more than 2m in height. On a case-by-case basis, upon application, the committee may permit fruit trees to grow

to 3m in height. Fruit trees planted after January 1st 2020 must only be planted alongside a plot boundary fence and must be trained as espaliers (instruction in training is available if required).

- o. Except for items growing on their own plots, the Tenant shall not cut, lop or fell any tree, shrub or hedge growing anywhere on the Allotment without first obtaining the Committee's written consent.
- p. The Tenant shall not bring any items of rubbish on to the allotment site from outside. Tyres from motor vehicles are classified as rubbish and must not be used or left on site.
- q. All tools, equipment, structures and personal belongings are kept on allotments at the owner's risk.
- r. The Tenant shall not install or cause to be installed any well without the express written consent of the Committee.

8. Weed Control:

- a. The Tenant shall keep the Plot reasonably free from weeds, thereby not causing a nuisance to adjoining Tenants. Whenever possible, weeds must not be permitted to set seed.

9. Plot Inspections:

- a. Plot inspections are carried out on a regular basis. The Tenant shall permit inspection of the Plot by the Committee's representatives at all reasonable times. The Tenant need not be present for these inspections.
- b. Regular Plot Inspections take place on a monthly basis from April until October. The dates of inspections will be posted on the notice-board. A Plot inspection may also occur without prior notice as a result of a complaint.
- c. Plots must be kept tidy and cultivated, not just strimmed. If a plot is considered to be uncultivated the Tenant will be informed in accordance with the contact procedures (q.v.). As part of this procedure, if the breach is not corrected, the Tenant will receive a non-cultivation notice either via email (if opted-in) or via letter.
- d. Any Tenant receiving 3 notices for non-cultivation of their plot in any 12 month period will be given 30 days notice to vacate their plot and their Agreement will be terminated. In this case, there will be no refund of prepaid Plot rental.

10. Structures:

- a. Tenants shall not erect any building or other structure on the Plot except:

 - i. A tool shed not exceeding 2.5m by 2m which shall be constructed of timber Sheds are to be located at the end of the Tenant's plot immediately adjacent to the track. For the avoidance of any doubt, Tenants of "a" plots (i.e. those plots at the south side of the allotment site) should place their sheds adjacent to the top track. All Tenants may request that the Committee grant permission for sheds to be located on their plots other than adjacent to the appropriate track. These requests will be considered by the Committee on a case-by-case basis at its

regularly scheduled management meetings.

- ii. A greenhouse not exceeding 3m x 2.5m which shall be of sectional construction of aluminium frame with perspex or polycarbonate panes.

In both cases, the structure must be sectional and not have a concrete or other form of permanent base. Sheds on site prior to 1st April 2014 may remain but must be maintained in good condition.

- iii. All Tenants must request that the Committee grant permission for any other structure proposed to be located on their plots. These requests will be considered by the Committee on a case-by-case basis at its regularly scheduled management meetings.
- b. The Committee reserves the right to require removal, at the Tenant's expense, of any structure not meeting the above specifications or not maintained in good condition.
 - c. Outgoing Tenants must remove any structures from their plot before the end of their tenancy, or offer any suitable structures to the Committee unless prior agreement has been reached with the new Tenant. The Committee will dispose of any structure not removed by the Tenant. The cost of collection and disposal will be charged to the outgoing Tenant.

11. Storage of Materials within the Plot:

- a. The overall objective of this *Rule* is to keep plots free of materials that are not used at least annually for the purposes of growing crops. For example, bamboo canes would not be considered materials under this definition whereas bricks for possible use in a structure at some time in the future would be. The reason for this rule is to encourage good garden hygiene, to reduce or eliminate shelter for pests, improve site safety, minimise the risk of soil contamination and generally improve the aesthetic appearance of the allotments.
- b. Only permitted materials may be brought to, or stored on, individual plots. For example asbestos, tyres and glass, other than safety glass, are not permitted. A list of materials that are not permitted is posted on the main notice board and can be read on the Company's website at http://moultonallotments.co.uk/prohibited_materials.
- c. Materials not directly for use in growing crops may only be stored on a plot for a maximum of 30 days and must be used within this 30 days of first appearing on the Plot. Materials not used within this 30 day period are to be removed.
- d. Monitoring materials stored on plots is part of the monthly plot inspections. As is the case with any other breach of the *Rules*, a plot inspection failure due to a materials issue will be addressed in accordance with our standard Contact Procedures (q.v.). If the breach cannot be satisfactorily resolved, the Committee may issue a notice either via email (if opted-in) or via letter requiring the Tenant to remove within 30 days, at the Tenant's expense, the offending materials.
- e. If the materials are not removed by the end of the 30 days period given in the notice, the materials will be removed by the Committee and the Tenant will be charged for the cost of such removal.

- f. Concrete is not permitted on or around allotment plots. If used, slabs may only be laid directly onto soil or a light bed of sand.

12. Bonfires:

a. General:

No bonfires are permitted between April 1st and August 31st inclusive.

Bonfires are not to be used by Tenants for the general disposal of material. Organic material should be composted to the greatest extent possible, with the exception of particularly pernicious weeds or plants that are infected with fungal diseases such as club root, white rot or potato blight. Any material that cannot be composted should be taken to the local recycling centre or may be burnt in strict compliance with the following conditions.

b. Conditions:

These conditions are established to ensure the safety of people and installations and to ensure our neighbours are not disturbed or inconvenienced. To this end, the bonfire site shall be carefully selected to ensure heat and sparks do not constitute a threat to people, buildings or the polytunnel. The weather conditions shall be carefully checked before lighting a bonfire. In particular, bonfires may only be lit when winds are stable and flowing away from the houses on the east and south boundaries of the allotment. Tenants are responsible for checking the weather forecast prior to lighting any bonfires to ensure that a change in the wind direction does not cause smoke to be blown towards neighbouring houses. Fires must be kept small, contained and must not be left burning unattended. The material to be burnt should be as dry as possible before lighting, to ensure the fire burns quickly with as little smoke as possible. To obviate contamination of the soil, no petroleum-based accelerants shall be used. In the event of a change in wind direction causing smoke to blow towards the houses, the bonfire shall be immediately extinguished. The tenant shall identify the location of a suitable supply of water before igniting a bonfire. Only material from the Tenant's own plot is to be burnt. No material shall be brought from outside for disposal on the allotment.

c. Non-compliance:

Non-compliance with the above bonfire conditions will result in a written warning to the offending Tenant. Subsequent non-compliance may result in the offending Tenant's Agreement being terminated.

13. Illegal Substances

- a. Moulton Allotments CIC has zero tolerance for the growing, buying/selling or consumption of illegal substances within the Allotments and anyone found doing so will be ejected, banned from the site and have their Tenancy immediately terminated.

14. Termination of the Tenancy:

- a. The Committee may terminate an Agreement in any of the following ways:
 - i. By giving 12 months or longer written notice expiring on the last day of March in any year.

- ii. By giving written notice identical to the written notice received by the Company from Moulton College terminating the lease between Moulton College and the Company.
- iii. By giving 30 days written notice expiring at any time if:
 1. The rent is in arrears for 40 days or more, or
 2. The Tenant is in breach of any Rules or of their Agreement.

For case (iii), the Committee may exercise discretion in special circumstances but if the Agreement is terminated by the Committee there will be no refund of prepaid Plot rental.

15. Contact Procedures

Objective: *Rules* are established to ensure that the Allotments are enjoyed by all in a safe and efficient manner. Very occasionally it may become necessary to contact a Tenant perhaps because of an issue arising out of a plot inspection or other breach of the *Rules*. As a community organisation, the Committee is determined to resolve these issues in the most amicable and in as low-key manner as possible. Accordingly, the Committee has adopted a three-step process:

- Step 1:** One member of the Committee will attempt to contact the Tenant on-site, by email or by phone and arrange for a face-to-face discussion. The Committee expects the majority of the cases to be resolved in this manner therefore requiring no further action. Normally this will occur within 7 days of the occurrence of the breach.
- Step 2:** If the issue is not resolved under Step 1, two members of the Committee will, in the same manner as Step 1, together attempt to meet with the Tenant. Again, if the matter is then resolved, no further action will be taken.
- Step 3:** If the Tenant declines to meet under Step 1 or Step 2, or if a satisfactory resolution is not forthcoming from the Step 2 face-to-face meeting, or if an accord was reached under Step 1 or Step 2 and then subsequently abrogated by the Tenant, the matter will be referred to the Committee for action. In the case of a failed plot inspection, this will result in a non-cultivation notice sent either via email (if opted-in) or via letter.

16. Dispute Resolution

In the event of a dispute between the Tenant and the Committee, the Tenant shall follow these procedures:

- Step 1:** The Tenant shall write an appeal to the Committee and request reconsideration of dispute. The Committee shall convene a hearing within 10 days and reconsider the issue. The Tenant will be notified of the outcome via email (if opted-in) or via letter the next day after the hearing.
- Step 2:** If the Tenant is not satisfied with the decision of the Committee under Step 1, the Tenant may appeal in writing to the Company's Board (the Board). After consideration of the written appeal, the Board may decline to intervene in which case the decision of the Committee is final and in full force and effect.

The Board may decide to hear the case in which case the Tenant will be invited to attend a special Board meeting which will be convened as soon as is practicable. If the dispute is one of termination of lease or other time-dependent action, the Board will

“stop the clock” on these procedures until a final decision is made.

Most commonly, a decision will be made at the time of the special Board meeting but sometimes further consideration will be required in which case the Tenant will be notified of the outcome via email (if opted-in) or via letter as soon as possible.

In all cases, the decision of the Board is final. If the decision is in favour of the Tenant the decision of the Committee will be quashed and any actions declared null and void. If the decision is in favour of the Committee the clock will be restarted from the day it was stopped. This restart will be the day the notification is emailed or posted and the actions set forth by the Committee will occur as if no appeal has been initiated.

In all cases, these actions are without prejudice to any right of the Company to claim damages for any such breach or to recover any rent already due but remaining unpaid. Any termination of the tenancy by the Company shall not prejudice the tenant’s statutory rights to compensation.

17. Contact Details

For the Committee:

The Chair
Moulton Allotments (North) Management Committee
Telephone: 07392 513008
Email: moultonallotments@gmail.com

For the Company:

The Secretary
Moulton Allotments CIC
Moulton Community Centre, Sandy Hill, Moulton NN3 7AX
Telephone: 07392 513008
Email: moultonallotments@gmail.com

Or contact us via our website:
www.moultonallotments.co.uk/contactus

● **End of Tenant Rules and Requirements** ●