

5.3 Beehives must be placed so as to minimize any disturbance to other members; keepers are responsible for their own public liability insurance.

## 6. UNAUTHORISED PERSONS

6.1 Only the tenant, or a person authorised or accompanied by the tenant is allowed on the site.

6.2 The site secretary or other authorised persons may order any unauthorised person on the site in breach of these rules to leave immediately.

6.3 We love to encourage children to garden, but please keep them on your plot for their own safety and remember there are hidden dangers.

## 7. PATHS AND DRIVEWAYS

7.1 Please use the car parks provided, do not leave your vehicle in driveways except to load and unload.

7.2 For safety reasons the maximum speed of 5mph must be kept at all times whilst driving on the site, please be aware some driveways are unsuitable for vehicles during wet weather.

## 8 STRUCTURES (sheds, greenhouses & poly tunnels)

8.1 Tenants must seek authority from the Site Secretary before any construction of sheds, greenhouses & poly tunnels are erected.

8.2 Any structure on the allotment must be temporary and maintained in safe order, with a neat external appearance and condition. If the Association is not satisfied with the state of the structure the tenant must either repair it to the association's satisfaction or remove the structure within one month of instruction to do so. If the structure is not removed, the association may remove it and charge the tenant the full cost of removal and disposal.

8.3 Any structures erected on the allotment shall not be made from hazardous materials (e.g. asbestos) and the appearance shall be in keeping with the environment.

8.4 All structures must be adequately secured to the ground to prevent uplift.

## 9 PLOT NUMBERS, NOTICES AND ADVERTS

9.1 The Association information may be displayed on notice boards where provided. No other notices or advertisements are allowed on the site except with written consent of the authorised officer.

9.2 Tenants must mark the allotment number on the outside of a shed or greenhouse, or on a post, and keep it clean and legible to be visible from the haulage way. If a whole allotment is divided into smaller plots the tenant is responsible for marking the boundary line with a minimum of two posts (do not put posts over water supply pipes) or by some other safe and visible method.

## 10. CHANGE OF ADDRESS AND NOTICES

10.1 Tenants must immediately inform the Association, in writing, of changes of address to allow us to keep our police records up to date and in case we need to contact you in an emergency such as break-ins.

## 11 INSPECTION

11.1 Any allotment garden and any structure on it may be inspected by an authorised officer of the Association or the police at any time and tenants must give whatever access if required with or without notice.

## 12 TERMINATION

12.1 Tenancies may be terminated as follows:

- The rent has not been paid by 1<sup>st</sup> March (whether formally demanded or not); or
- The tenant is in breach of any of these rules or of their tenancy agreement,
- Automatically on the death of the named tenant, (normally there would be no objection, in the first case, to a family member or co-worker taking on the tenancy).

12.2 Subject to an investigation following complaint, the committee reserves the right not to re-let a garden to any tenant whose conduct it considers to be unacceptable. This includes, but is not limited to: Acts of theft, arson, wilful damage or vandalism, trespassing on other gardens, physical or verbal abuse and harassment.

## 13 Liability

The Association is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on allotment. Tenants are advised not to store any items of value on the allotment, and to insure and mark any items kept at the allotment. Report incidents of theft and vandalism to an authorised officer and police.

London Road Allotment Association  
Site Tel No

Website [www.Iraa.co.uk](http://www.Iraa.co.uk)

Affiliated to NSALG

Rules and Regulations 2009 – 2010

Any amendments and/or additions will be posted on the notice boards & the Website

## Members Copy

Please read CAREFULLY the following rules and regulations and at all times follow them.

Please be aware that this is your site and respect should be given at all times, take pride in your site, help others where you can, attend garden meetings where possible and most of all enjoy!

## 1. ASSIGNMENT, SUBLETTING AND CO-WORKING

1.1 The tenancy of an allotment is personal to the tenant named in the agreement.

1.2 The tenant may not assign, sublet or part with possession or control of all or any part of their allotment.

1.3 The tenant may share cultivation by registering a co-worker.

## 2. CULTIVATION AND USE

### 2.1 Personal Use

Tenants must use their allotment and any structures on it for their own personal use and must not carry out any business or sell produce from it (unless sold for the benefit of charity or the allotment association.) Tenants may not use their allotment as a place of residence and/or sleep overnight.

### 2.2 Permitted Use

The allotment plots are rented to the tenant for the purpose of leisure gardening only; gardens that are not maintained to the satisfaction of the Coventry Gardens Council may be taken back and reassigned.

### 2.3 Storage of Materials within the Plot

Only materials for use on the plot may be stored there, such as beanpoles, cloches, pots and netting for seasonal use. Construction materials, paving and timber for infrastructure work must be used within 12 months. Quantities in excess of the above will be regarded as unacceptable and the tenant requested to remove them. Failure to do so may result in the materials being removed

by the Association, the tenant charged with the cost and notice of termination given

#### **2.4 Cultivation**

Gardens must be kept clean and maintained in a good state of cultivation and fertility throughout the year. The whole plot, including any uncultivated/leisure areas, must be kept tidy, safe and free from obnoxious weeds.

#### **2.5 Hedges**

Tenants are responsible for maintaining any hedge on or abutting their plot. Hedges are to be regularly trimmed and kept to a maximum height of 5ft.

#### **2.6 Weed Control**

It is the tenant's responsibility to keep the plot free of weeds that cause a nuisance to adjoining tenants. Where on annual inspection or as the result of complaints, a plot with weeds is identified the tenant will be sent a weed notice letter. A further inspection will be carried out in 4-8 weeks and if there are no improvements in cultivation, a notice of termination will be sent and the plot re-let.

#### **2.7 Observance of Rules**

Tenants must observe and comply with current rules, regulations and policies, and those, which the council may make at any time in the future (e.g. statutory law changes, local restrictions - such as bonfire restrictions). These may be displayed either on notice boards, gates and/or sent with rent invoices/new tenancy agreements/newsletters. Failure to observe rules may lead to termination of tenancies.

### **3. RENT**

3.1 The rent year runs from 1st January to 31st December. The rent is due 1<sup>st</sup> – 31<sup>st</sup> January each year. If the rent is not paid by 1<sup>st</sup> March your garden may be re-let. You may, if qualified, claim any special discounts the council offers only at the time of payment and on production of suitable proof ("Passport To Leisure" etc.)

3.2 A tenant may voluntarily relinquish their allotment garden at any time, or have their tenancy terminated for breach of the tenancy agreement before year end but no rebate will be payable.

3.3 The departing tenant shall remove any items or derelict structures from their plot before the end of the tenancy. The association will dispose of any such material not removed by the tenant. The full cost of disposal may be charged to the outgoing tenant.

4.4 The entrance gate key provided remains the property of the association and must be returned once you are no longer a tenant of the London Road Allotment

Association, the deposit paid will then be refunded. The main gate key is the responsibility of the plot holder and should not be passed on to friends or other family members.

### **4. WATER, BONFIRES AND OTHER RESTRICTIONS**

#### **4.1 Water**

The pipes supplying water must not be tampered with. Taps must not be left running and the use of pumps to drain tanks is strictly forbidden. Report any abuse or evidence of underground leaks, damage to tanks and fixtures. Please use water sparingly and as much as possible collect rainwater from shed guttering.

#### **4.2 Bonfires**

Fires are permitted on your own plot weekdays after 6pm and all day weekends and bank holidays for the burning of waste from your own plot for materials consisting of dry, diseased plants, perennial weeds, stalks and pruning's. When leaving your plot ensure the fire is completely extinguished, do not leave a fire unattended. Please respect the air of others and keep fires under control.

Bonfires are not permitted at any time for the burning of manufactured materials such as plastics, oil, rubber or other materials likely to produce dark or noxious smoke. Materials that can not be safely burned must be disposed of at the council tip on London Rd.

Smoke from a bonfire, which could be a nuisance to neighbours by interfering with the use and enjoyment of their garden, or could affect the comfort or quality of life of the public, could result in action under the Environment Protection Act of 1990. Tenants who light a fire within 50ft (15.24m) of the centre of a highway may be guilty of an offence under the Highways Act 1980.

#### **4.3 Rubbish and Recycling**

Skips or other means of disposing of bulky waste will be provided periodically, as well as dedicated areas for the purpose of collecting other unwanted materials that may be re-used or recycled around the site. Any rubbish you can take away easily should be removed, do not dump rubbish on any other part of the site or adjoining land.

Other than green waste for composting, rubbish from external sources may not be disposed of on site, take it to the London road tip. Anyone caught bringing waste onto the site for the purpose of disposal may be reported for fly-tipping.

All non-diseased vegetative matter shall be composted and used on the tenant's allotment. Diseased plants and perennial weeds can be burned subject to 4.2.

#### **4.4 Removal of Soil and Similar Materials**

Tenants may not remove any mineral, sand, gravel, earth or clay from the allotment gardens.

#### **4.5 Nuisance**

Tenants must not discriminate, harass, bully or victimise any other person/s on the grounds of race, colour, ethnic or national origin, social origin, language, religion, political or other opinion, belief, gender, marital status, age, sexual orientation, sexuality, medical condition, disability, or disadvantaged by any condition which cannot be shown to be justified.

#### **4.6 Duty of Care** (including chemicals, fuel and hazardous materials)

Tenants, even when not on site, have a duty of care to everyone, including visitors, trespassers and themselves. Particular care should be taken when using strimmers, rotavators and other mechanical/powered equipment. Care should also be taken to avoid creating hazards by the construction of features on the allotment or the storage and usage of chemicals, fuels and hazardous materials.

The use of firearms, including air weapons is not permitted on site.

Asbestos is prohibited and must not be brought onto the site; any you discover on your plot should be securely bagged and disposed of at the dedicated Asbestos disposal facility at the London road tip.

Obstruction of paths and haulage ways is not permitted. Tenants may not bring, use or allow the use of barbed or razor wire on the allotment, any existing wire should be removed.

#### **4.7 Site Security**

All tenants and authorised persons must lock gates where provided on entry and departure to prevent access by unauthorised persons or animals. This applies even if the gate is found to be already unlocked on arrival/departure. Any break-ins, theft or vandalism must be reported to the Police at Chase Avenue and the committee kept informed.

### **5. DOGS, ANIMALS AND BEES**

5.1 Dogs may be brought on site but should be kept on a lead when not on your plot, If your dog fouls anywhere on site please clean it up.

5.2 Animals, livestock and Bees may be kept on allotments provided the committee is notified. Gardeners will be responsible for ensuring the appropriate standards of animal welfare are maintained at all times, and that any restrictions or conditions imposed by DEFRA are complied with.