

**Orchard Allotment Society**

**Tenancy & Cultivation Guidelines**

These guidelines ​provide a more detailed explanation of the Tenancy Agreement, setting out your rights and responsibilities. The numbers in brackets refer to the relevant clause of the Tenancy Agreement.

**Your Tenancy Agreement with the Orchard Allotment Society**

The Orchard Allotment Society rents the allotment site from Oakthorpe, Donisthorpe and Acresford Parish Council. The Orchard Allotment Society sub-lets your allotment to you and is your landlord. Generally you have a twelve-month tenancy. It does not carry over from one year to another, the tenancy must be renewed annually. The Orchard Allotments Society fixes the rent and any other charges and this is payable in accordance with the timetable set by them. **Please note that failure to either sign and return the Tenancy Agreement or to pay the rent by the due date may put your tenancy renewal at risk.**

If you know you are going to be away before the renewal date, you should make arrangements to ensure you renew your allotment tenancy, by having mail forwarded to you or otherwise, as appropriate. The tenancy runs from 1st October to 30th September each year, which means that the majority of new tenants will have time to dig their new plots ready for the following spring.

**Managing the Allotments**

The management committee of the Orchard Allotment Society is made up of the Chairman, Treasurer, Secretary and minutes Secretary. Additional members to the committee may be co-opted on, subject to a vote at the AGM.

The management committee’s role is to oversee the practical operation of the Tenancy Agreement, which places a number of responsibilities on individual allotment tenants. These rules are mainly to avoid situations where a plot holder’s activity might be thought inconsiderate by their neighbours or leave problems for later tenants to inherit. They are not onerous, provided that plot holders are aware of them from the outset and avoid situations which may be difficult to undo afterwards.

Please remember that the committee is made up of unpaid volunteers who will do their best to make themselves available, but who also have other commitments.

1. **What is Cultivation?**

In signing the Tenancy Agreement you agree to grow only fruit, vegetables and flowers for your own use (1). Cultivation refers to the whole cycle of activities needed to produce a crop, from digging it over in the winter, manuring, sowing, weeding, watering, harvesting and back to digging. Here are some of the things we would expect to see on your plot.

In the main growing season:

* Fruit, vegetables and flowers
* Lawn and grass paths mowed and trimmed
* No weeds going to seed
* No brambles, couch grass or bindweed invading the plot
* Covered areas, including wood chipped areas within plots, are not considered to be cultivated

In the winter months:

* The above (but obviously less fruit, veg and flowers)
* Growing areas being prepared (and covered to suppress weeds)
* Beds dug over ready for the winter frost
* Or if ‘no-dig’ methods are being used - a clean bed with no weeds
* Green manures being grown
* Green waste material being composted
* Other waste materials being removed

Each allotment site has their own detailed survey/inspection criteria to assess compliance with the above.

1. **Cultivation area**

New tenants may take on an overgrown plot and it may take some time to get it all under control, so we have set some targets which we think are reasonable. A new tenant should have at least 25% of their plot cultivated in their first three months on site. We would then expect up to 50% of their plot to be cultivated after 6 months of taking tenancy. By 12 months we would expect 75% cultivation. In year two and beyond a minimum of 75% of the plot should be cultivated.

Around 5% of the plot can be occupied by composting area and water storage. Greenhouses and polytunnels are regarded as growing areas provided they are used for this purpose. (Don't forget you must ask permission to erect a greenhouse, polytunnel and other structures – see Clause 11.)

1. **Plot Inspections**

The committee will carry out plot inspections on a regular basis – at least twice a year, to uphold Clause 2. If problems are apparent or a neighbour complains an inspection will be carried out as quickly as possible.

Poor standards of cultivation are unfair to those on the waiting list and can negatively impact other plots, for example by allowing the spread of weeds, other vegetation and disease, and out-of-control trees that cast shade.

Plots failing an inspection will receive a notification letter setting the improvements required within a specified timetable. Failure to comply may lead to the termination of your tenancy.

We recognise that sometimes you may have difficulty cultivating your plot for a limited period. Should this happen you must let the committee know as soon as possible.

1. **Absentee Tenants and Helpers on Your Plot**

**4a) Absentee Tenants**

The committee expects that the plot holder will be the main contributor to the plot’s maintenance and cultivation, otherwise it will be assumed that the plot holder has neither the time nor interest to maintain the allotment and the tenancy may be terminated.

An absentee tenant is defined as follows:

* There is no evidence that the plot holder has contributed to the cultivation and maintenance of their plot on a regular basis; and/or
* The plot holder has not provided a main residential address which is within the parish of Oakthorpe, Donisthorpe and Acresford; and/or
* The cultivation of the plot is done exclusively by a person other than the plot holder.

This is not an exhaustive list. If required by the committee, the onus is on the plot holder (not the committee) to provide evidence, to the satisfaction of the committee, that they are not an absentee tenant.

If a plot holder is unable to cultivate and maintain their plot they must either give up their plot or apply to the committee for an exemption for a limited period of time.  Plot holders who voluntarily relinquish their plot for a period of time may ask to be placed in a preferential position on the waiting list.

**4b) Helpers on Your Plot**

There is nothing wrong with getting a little help from family and friends (e.g. to water the plot while you are on holiday), but we need to know who your helpers are. Permission for non-plot holders to regularly work on a plot needs to be applied for to your committee, so that they are aware of and have contact details for everybody who is accessing the site.  The committee reserves the right to refuse or withdraw permission for an individual helper at their discretion. The committee’s decision is final.

As a plot holder, you are responsible for your guests’ and helpers’ behaviour and safety, and for ensuring that they comply with allotment rules and guidelines.

1. **Subletting**

By entering into your tenancy you expressly agree not to sublet or part with possession of your plot or any part of it. Also, you cannot pass on your tenancy to another person, even a member of your family (5).

1. **Paths**

All paths on the allotment must be kept clear for access, and safe. Maintenance, and cutting, of the paths is the responsibility of all allotment holders.

1. **Fences**

You may not construct a fence on your plot. Barbed wire may not be used anywhere on the site (10).

1. **Perimeter Hedge/Fence**

The perimeter hedge and fence are an asset to the allotments, providing an extra security barrier, screening and a habitat for wildlife. The hedge and fence belong to, and are maintained by, the Parish Council with assistance from the Orchard Allotment Society.

Planting and maintenance will continue annually as funds allow. If you have a problem with the hedge bordering your plot please raise it with a committee member.

1. **Vehicle Access**

There is limited space to park within the allotments.  Please park considerately on the grass area immediately inside the gate from Hall Lane only, as this has reinforcement under the grass.

1. **Trading**

You must not run a business from the allotments. Produce grown must be for you and your family’s personal use, to give away to friends and neighbours or for fund raising purposes for the Orchard Allotment Society.

1. **Site Security**

All plot holders and their guests are responsible for keeping our allotments secure, in order to provide a safe environment for tenants to enjoy their plots in peace. The most important way you can help is by always locking the gate, toilet and communal shed behind you as you leave if you are the last person there. Codes should only be given to helpers in compliance with 4b) above.  You must never tamper with or change the padlocks.

Report any theft or incidents to a committee member and if you witness an incident occurring, phone 101 or 999 if it is an emergency.

1. **Trees**

No trees are allowed to be planted on an allotment plot.

1. **Pesticides and Chemicals**

Many plot holders are trying to grow their produce organically, and we encourage them to do so. You must not bring onto the allotments any illegal pesticides or chemical agents. If you need to use lawful herbicides or insecticides, you should use the minimum effective amounts appropriate to the size of your plot. Handle, use and store them with care and in accordance with the maker’s instructions. Never pour them into unmarked containers and keep them safe and away from children, pets and wildlife.

1. **Other Prohibited Materials and Waste**

Never bring carpets or tyres onto the allotments - they may pose a hazard or contaminate the soil. They must not be burned, will not rot and so are difficult to get rid of. Only bring in materials for which you have an immediate use. Do not hoard materials, just because they may come in handy one day.

Do not bring items from home to the site as a way of disposing of them.

Please bag up your litter and non-combustible rubbish and take it home or to the refuse and recycling centre.

1. **Bonfires**

Bonfires are permitted between 1 October and 31 March. The site does have a few houses close by so bonfires are permitted between 10am and 5pm only on those dates. Please avoid lighting a bonfire on a sunny weekend or evening. Bonfires must be tended at all times and extinguished immediately if a complaint is received, so keep a bucket of soil handy.   
  
No plastic or synthetic material may be burnt on site. Only burn thoroughly dried materials, as this speeds the burn and reduces smoke production. Light bonfires only when the wind is light so that smoke will disperse upwards, quickly. Keep the fire small, adding material often rather than all at once – using an incinerator is ideal. Only burn for a short period of time. Consider shredding and composting as an alternative.   
  
Please be aware that hedgehogs (endangered) and other creatures such as frogs may be nesting in your pile. The pile must be moved before burning.   
  
Any complaints received from our neighbours may result in bonfires being banned completely. If you notice a fire which is outside these guidelines, please politely ask the allotment holder to abide by these rules, if they do not, please let us know by email or phone with a photo if possible.

1. **Structures**

Permission from your committee is required before you may erect any greenhouse or poly tunnel. Note that no such structure may be placed on a hardstanding or a hardcore sub base - removable slabs on earth or sand on earth are acceptable.

Here are the basics we are looking for:

* The structure must be temporary, i.e. not built of brick or concrete, including the foundation.
* The greenhouse must not be larger than 3m x 3.6m for a full plot.
* The structure must not be taller than 2.5m at its highest point.
* The structure must be sited inside the allotment plot.
* The maximum size for a poly-tunnel is 2m x 4m.
* You may have a maximum of one greenhouse/polytunnel on each plot.
* The structure must not cause any inconvenience or obstruction.

Please be sympathetic to your neighbours and ensure your new structure doesn’t cast any shade on their plot. Even greenhouses cast shade.

On a separate note, please be aware that the structure and its contents are not covered by our insurance policy and the Orchard Allotment Society does not accept liability for any loss or damage.

Once your structure has been erected it will be inspected by the allotment committee and if it fails to meet the above requirements, you will have to alter it at your own expense. Check with a committee member beforehand, if you are unsure. Any structure must be maintained in good condition and never be allowed to deteriorate into an unstable or dangerous state.

Allotment sheds are on the south-western edge of the allotments and are allocated by the committee at the time a tenancy starts. Due to the number of allotment plots being greater than the number of sheds available, some of the larger sheds will have shared occupancy. When your tenancy ends, you must remove the contents of your shed. It is unfair to leave your unwanted possessions to be cleared by the new tenant.

1. **Communal structures**

The Orchard Allotment Society provides some communal structures for general use. These are a shelter, a communal shed and a toilet. It is the responsibility of all allotment holders to ensure these structures are kept in a good state of repair and kept neat, clean, tidy and secure.

1. **Water**

Mains water supply is available between 1st May (this may be earlier dependent on weather conditions) and 30th September each year. The mains water is accessed via dip-tanks from which you may fill your watering cans.

You must not attach a hose to the water taps. The local water authority consider that this carries a risk of contaminating drinking water, through possible back-siphonage and as such would breach the Water Supply (Water Fittings) Regulations, 1999 and be subject to a possible fine of up to £1,000.

1. **Children, Visitors and Domestic Animals**

Children are very welcome on the allotments; however, it is important that they are supervised by a responsible adult. Children aged 12 or under are not allowed onto the allotments unless accompanied at all times by the plot holder or responsible adult, who should ensure that they do not trespass on other plots. This also applies to visitors you bring to the allotments.

No domestic animals except dogs may be brought to the allotments. Dogs must be under supervision at all times (13).

1. **Livestock**

You may not keep chickens or other livestock on the allotments (7).

1. **Giving Up Your Allotment**

You may give notice to your Tenancy Agreement at any time. You must clear the allotment of any possessions you wish to keep - tools, shed contents, produce and plants. Any such possessions remaining on the allotment at the termination of the tenancy will be deemed to have been given up by the tenant and will be disposed of as seen fit. You may be charged for the cost of disposing of any rubbish and waste left behind.

1. **Inappropriate Behaviour and Disputes**

You should not enter onto anyone else’s plot without their permission. You must not steal other people’s produce or property; on site theft may lead to termination of the tenancy. Acting in an abusive or aggressive manner will not be tolerated and will lead to termination of the tenancy.