

Welcome to the general rules of the Somersham and District Smallholding and Allotment Association (the 'Association'). We hope that your tenancy as an allotment holder will be a productive, enjoyable and rewarding experience.

The principle objective of the Association is to protect the interests of the Association tenants, promote good husbandry throughout the allotments and to maintain an acceptable standard of care for the land and its enclosure which falls under the responsibility of the Association.

It is essential that the relationship between the Association and the allotment holders is both mutually beneficial and harmonious in meeting compliance with the Association rules and agreements. These rules have been drafted for the benefit of all Association members and you are urged to respect and maintain the standards please.

Compliance with the Law

The allotment tenant must at all times comply with the law that governs such activities as waste disposal, use of chemicals and the keeping of livestock. It is the allotment tenant's duty to be familiar with the law when undertaking their gardening activities.

The Association Committee shall inform the tenant when a breach of the law is observed or brought to their attention and shall take appropriate action commensurate with the breach. A serious breach may result in forfeiture of the allotment.

Implementation of the Rules

These General Rules do not replace the yellow Rule Book and Amendments that sets out the governance of the Somersham and District Smallholding and Allotment Association.

These General Rules shall be legally binding to anyone who becomes a tenant of the 'Association' setting out the rights and responsibilities of the tenant. The purpose of these General Rules is to ensure the day to day activities of tenants are undertaken in a harmonious and compliant manner and without detriment to each other or neighbours. The Committee mandates all tenants to abide by these General Rules for the benefit of fellow tenants and their neighbours. Three non-compliance events of these Rules by a tenant in a rolling twelve month period will invoke Yellow Book Rule 12 and potential forfeiture of the allotment(s).

A copy of these General Rules shall be issued to all tenants and will be subject to compliance as a condition of tenancy.

These General Rules will provide you with clear guidance about your responsibilities as a tenant and shall be used to resolve any potential disputes and non-compliances.

When you sign up to become a tenant of the Association you take on responsibility for an allotment which is entrusted to you. You are asked to ensure you manage the land in a responsible and environmental manner during your tenancy and comply at all times with these General Rules. This is important as in termination of your tenancy the land shall be fit for re-let to a new tenant who expects to take on the land in a fit state without pollution or poor husbandry.

The Committee shall review these General Rules from time to time depending on the nature of any feedback and changes in legislation that may affect the way the land is maintained and the effects thereafter.

General Management and Husbandry Rules

1. Review of Rent

The Committee has a duty to manage the Association in a sound financial manner in meeting its obligations and liabilities. The Committee has a duty to maintain the infrastructure to a reasonable standard, promote investment in the infrastructure for the benefit of tenants, pay all bills and remain in credit on an annual basis. This means that the rents shall be reviewed annually to ensure that the Association covers its costs and any increase shall be notified to tenants with at least six months notice of any increase. Any increase shall be notified to the tenants at the AGM.

2. Payment of Rent and Termination in the event of Non-payment

Allotment rents are payable at Michaelmas (October 15th) and paid in arrears. After the April 1st 2014 all rents will be in advance as per the a.g.m vote 2013 You will be informed in writing of your rent due and the due date termed 'Rent Night'. 'Rent Night' is held in the village of Somersham at a venue to be advised in the notification letter.

If the tenant has been a shareholder for less than three months at Rent Night then no rent will be assigned for that year.

If you fail to pay your rent within forty days of the 'Rent Night' date the Committee have a duty to terminate your tenancy notifying you in writing. A further seven days notice will be issued to the tenant in writing and failure to pay will result in immediate termination of tenancy.

3. Utilisation of the Allotment

The intended purpose of an allotment shall be the growing of fruit and vegetables, flowers and herbs for the tenant's choice of use. On notification to a member of the Committee and subject to the suitability of the location, a tenant may also keep livestock in a responsible and compliant manner abiding by the rules set out by Department for the Environment, Food and Rural Affairs (DEFRA) for the maintenance and well being of the livestock.

Allotments awaiting allocation shall be kept cultivated by the Committee and if possible kept in production so that any crops do not interfere or pollute neighbouring or surrounding tenants' crops. The Committee shall be responsible for the suitable letting of available allotments and their use to ensure that the income is maintained.

If an allotment remains cultivated but not utilised for one year the tenant will be contacted with a request to terminate the tenancy or provide a valid reason why the utilisation is temporary. Under utilisation will be viewed as less than 20% use of the allotment.

4. Non Cultivation / Poor Husbandry

The Committee will periodically undertake surveillance as a duty to ensure that good husbandry is adopted by all tenants.

You must keep the allotment in cultivation, keep weeds under control and maintain the soil in a healthy and fertile state at all times. If after 3 months of the start of the tenancy the plot is in a poor state of cultivation the Committee, after inspection, may deem it necessary to issue a notice in writing giving the tenant 4 weeks for improvements to be made. If after this time insufficient improvement has been made the Committee shall issue a forty day notice to improve the standard of husbandry and after such period without result may terminate the tenancy.

There may be suitable reason to implement a reduced size of plot allocated if the plot is one whole unit. Under the 1950 Allotment Act the Committee has the power to seek compensation for the cost of recovering any deterioration to the plot.

5. Assignment and Sub-Letting

As a tenant you are responsible for the plot and may not sub-let any part under a financial arrangement. No tenant shall pass on their tenancy to anyone else unless the transfer is formally advised and authorised by the Committee (as set out in yellow Book Rule 17).

6. Disputes

Any dispute between yourself and another tenant that remains unresolved must be referred to the Committee supported by a written explanation of the material facts. The Committee shall urge the parties involved to resolve their differences amicably however, if the dispute is unresolved the Committee shall arbitrate and their decision shall be final.

7. Common Infrastructure

Unless otherwise agreed, the Committee is responsible for the upkeep of the roadways within the perimeter of the allotment fields, entrance gates, perimeter fences, perimeter hedges, and the water supply pumps in both fields. It is the tenant's responsibility to report damage to tenant's property and misuse and abuse of common infrastructure to any of the Association Committee members.

8. Paths

You are responsible for maintaining paths bordering your allotment and keeping them in good order and free from obstruction. A path should be at least one metre wide unobstructed throughout the length of the pathway. Where there are shared paths then it is the tenants duty to take a share in the upkeep of the path.

9. Communal Areas

The designated communal areas in King Street are Plot 1 and the area around the water pump. Both areas shall be the responsibility and maintained by the Association Committee. The maintenance access strip of land between the footpath fence and the end of the plots provides access to plots and is maintained as a communal area

The designated communal area in Chapel Field is plot 14 and the area around the water pump and shall be the responsibility of and maintained by the Committee.

10. Gates

The site gates shall be locked after use for the safety and security of all tenants. It is a responsibility of every tenant that the main vehicle access gate to Chapel Field and King Street is locked and secured by the last person to leave the fields.

You are reminded that open gates allow intruders and unwanted visitors onto the site and any injury sustained to uninvited persons is a liability of the tenant and committee.

11. Sheds, Greenhouses and Polytunnels

The Association does not provide sheds for tenants. The relatively modest cost of prefabricated garden sheds has led to most gardeners preferring to have a shed of their own on their plot. A shed is deemed a temporary structure and shall be afforded adequate strength and security to withstand high winds and the potential damage to other tenants material if uprooted by strong winds. Sheds do not require planning permission but must be constructed from a suitable material for the proposed position. The size of the shed shall be appropriate for the purpose of a garden shed. A tenant who allows a shed to deteriorate to a dangerous condition may be asked to take it down by the Committee.

Polytunnels and greenhouses are acceptable structures on the allotment. Tenants are reminded to be respectful to neighbours when establishing and positioning the structure, so as to prevent conflict and a negative impact on the neighbour's crops.

12. Waste Materials / Rubbish

Tenants are requested to refrain from discharging any waste materials on their allotment at any time. In the event of presentation of evidence of waste discharge the tenant shall be liable

which may result in a pollution event reportable to the Environmental Health Department of the local authority.

Waste material is defined but not limited to a volume greater than one 25kg sack of conifer cuttings, hedge cuttings, tree branches. Plastic material, household furniture, waste building materials, and scrap metals and any other materials dumped on the allotment are deemed a pollutant.

Gardening organic waste material is suitable for a compost heap. It is not acceptable to bring food waste from home as it will attract outbreaks of vermin and constitute a serious health issue.

Animal manure purchased for the application to the allotment is an acceptable compost material.

The committee will periodically carry out surveillance visits to all allotments as part of their duty in managing the environment and will report any abuse of this rule. Any non-compliance will be deemed a gross infringement and action shall be taken in accordance with the Association By-Law 73C (a person who does not keep his allotment cultivated to the satisfaction of the Committee).

13. Trees

Trees on your allotment must not adversely affect the neighbouring allotment. You are not allowed to cut or prune other tenant's trees without permission and good reason which may be as a result of consultation and agreement. You are advised that the planting of trees and bushes must comply with the Association Rule 207G in that the recommended distance from the edge of the allotment shall be 9 feet and 3 feet respectively. Where trees are an M9 root stock then a 7 feet distance is advisable. Any dispute regarding the planting of trees shall be referred to the Committee in writing.

The allotment shall not be used for mass production of forestry products such as spruce conifers unless through consultation with the Committee such that any impact on other tenants or land use is managed in a sustained manner.

It is permissible to grow some evergreen and deciduous bushes and trees so long as the planting is not for mass production, does not become intrusive to other tenants plots and does not affect crop production. Up to 1/3rd of a plot of these type of trees is permissible grown to

a maximum height of approximately eight feet tall and after felling must not be replanted for another eight years to allow the ground to recover.

The Committee shall challenge any tenant planting against these recommendations after any inspection.

14. Bonfires

It is permissible for tenants to light a bonfire to burn diseased plants and material which is difficult to compost, but may not burn material that may harm the soil – no paint, bitumen (roofing felt), plastics, etc. The bonfire must be managed safely at all times and must be left in a safe condition when the tenant leaves the site. It is strongly advised that the tenant uses an incinerator or similar containment method to prevent the bonfire from spreading and it is easier to extinguish.

A bonfire must not be allowed to create a nuisance to other tenants or residential neighbours. Please think about the timing of your bonfire, the wind direction and proximity to other tenants working their allotments so that smoke does not cause nuisance and become offensive. Having a bonfire on a sunny bank holiday weekend is likely to cause more nuisance than at the end of a dull day in January so please be very considerate to others.

Complaints about bonfires are investigated by the Committee and can result in a written warning notice and termination of the allotment tenancy. Persistent nuisance of smoke and fires may result in action from the local authority Environmental Health Dept and target the tenant and the Association.

15. Dogs

Dogs are welcome on your allotment and must remain under your control at all times and not allowed to roam on other allotments. You are requested to pick up any excrement and dispose of it in a responsible manner whenever on allotment land.

You are reminded that dogs must remain on a lead in a public place at all times.

16. Water

There is a water pump available in Chapel Field and King Street sites. Tenants have unrestricted access to draw water from the manual pump and make their own arrangements to transport water to their allotments. Tenants are requested to ensure the pumps are kept locked when not in use. You are also encouraged to lock the pump if found in the unlocked condition.

If the water pump is found to be faulty you are requested to report this to a committee member for rectification at the earliest time.

In severe winter conditions you may find the pumps are removed to protect them from frost damage. Tenants are requested to make their own arrangements to supply water from other sources during this period.

17. Animal Manure

Any animal manures brought to site for ground improvement should be composted for at least six months as tenants are reminded to enquire whether the manure potentially contains veterinary or other type products that can have a polluting effect on the soil. You are reminded that some cattle manures contain herbicides that can last many years and cause damage to the soil. You are advised to check with the supplier.

18. Chemicals

You are advised to keep all chemicals in their original containers with labels and always follow the instructions carefully. Inappropriate use of chemicals can do long term damage to the soil and prevent the area being used for arable purposes.

Keep chemicals in a safe place and out of reach of children.

19. General Advice

Do not use old carpets as a method of weed suppression as many will contain numerous chemicals that will leach out into the soil and potentially contaminate your crops. This advice is readily available on many gardening websites.

You are reminded not to plant invasive species of plant on your allotment as many can become embedded in the soil and become very difficult to destroy. They will grow rapidly in some cases and spread across your allotment. Some invasive species are legally controlled such as Japanese knotweed and must not be introduced. Common examples are bamboo and types of vine. There is plenty of advice on gardening websites about invasive plant species that should be referenced if in doubt.

20. Inspections of Allotments

The committee have a duty under the Association Rules (Yellow Book) to ensure that the site is maintained in a responsible manner and within the law. Any nominated committee members are entitled to inspect any allotment from a point where observation of the whole area is seen and can be reported accurately. It is expected that virtually all inspections can be undertaken from the path adjacent to the allotment. Any contravention of tenancy will be notified in accordance with the Association Rules.

21. Termination of Tenancy

The committee may give notice to forfeit your allotment in accordance with the Association Rules, if in breach of any rules.

Should it be necessary for the Committee to incur costs in returning the land to a fit state, then these costs shall be claimed from the departing tenant giving the reasons for the claim.

You must notify the Committee through the Secretary at the registered office in writing if you wish to resign your tenancy.

Tenants are requested to give reasonable notice of their intention to give up their allotments and are reminded that the allotment year ends at the end of October.

If a tenant has been a shareholder for more than nine months then they will be liable for the rent if they tender their resignation before Rent Night.

22. Admittance to the Allotment Fields

The tenant is responsible for any person who he or she invites onto their allotment.

Tenants are reminded that they shall accompany invited guests whilst on their allotment and shall not allow unrestricted access. Any unaccompanied person may be challenged and could be asked to leave the field.

Tenants are encouraged to observe and report any suspicious or uninvited persons on the allotment. Tenants must report unusual or unacceptable occurrences and activities to a committee member.

King Street is a fully fenced and private area where any uninvited persons shall be challenged about their authorised entry. Chapel Field encompasses a public footpath so controlled admittance to the field is not possible.

Any member of the committee has the right to refuse admittance to the allotments to any persons other than the tenants and the tenants family members unless prior notice is given.

23. Arbitration

Any tenant who feels they have been unfairly treated through application of these rules shall have the opportunity to make representation to the Committee in person or writing clearly setting out their grievance and reason for challenge against the said ruling.

The Committee's decision shall be final after fair and due consideration of the tenant's challenge to the first ruling.

24. Feedback

All tenants are encouraged to provide feedback to the Committee about issues that concern them and suggestions are welcome that may provide the benefit of improvement for all tenants.

Any feedback shall preferably be provided in writing to the Secretary for discussion at the next Committee meeting.