

**Ashbourne Road and District
Allotment Association
Mackworth Road
Derby
Tenancy Agreement and
Bye-Laws**

9 September 2022

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Ashbourne Road & District Allotments Association

GLOSSARY

In this document the words used are to have the following meaning:

ACTIVE Cultivation	means actively cultivating a minimum two thirds of the plot. Greenhouses and poly tunnels count as part of the cultivated area but sheds and anything else are calculated as being in the remaining one-third.
Allotment Garden	has the same meaning as an Allotment or Plot.
ARDAA or Association	Ashbourne Road & District Allotments Association.
Associates	only have access to the Allotment Shop, do not have a share and have no vote. They are bound by the Constitution and Rules, Bye-Laws and Policies of the Association.
Authorised person	The Tenant, Member linked to their plot, or invited guest (e.g. friend or family).
Committee	Committee of Management of the Association elected at the Annual General Meeting or otherwise appointed in accordance with the Constitution to run the association.
Cultivation	Keeping the plot tidy and in good productive order by: <ul style="list-style-type: none">• the maintenance and improvement of soil by adding manure, compost or other soil improvement and• the control and prevention of flowering weeds and the planting of vegetable herbs, flowers and fruit crops
Landlord	Derby City Council via the Parks Department.
Member	A Member of the Association who has one share and one vote. A Tenant must be a Member. A Member who is not a Tenant will be associated with a Plot. All Members are bound by the Constitution, Rules, Bye-Laws and Policies of the Association.
Plot	an area of land that is let by ARDAA as an Allotment to a Tenant.
Policies	set-out how the Association is to be run and to give transparency to the various processes. The current policies include; the Health and Safety Policy, Termination Policy, Bonfire Policy, Lettings Policy and Buildings on Plots Policy.
Rent	The annual rent payable for the tenancy of a plot.
Site	ARDAA Allotment Site as a whole.
Tenant or Plot Holder	A Person who has signed a current Tenancy Agreement for the tenancy of a plot.
Tenancy Agreement	A legally binding written contract which records the term and conditions of letting of a particular plot(s), to an individual Tenant

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TENANCY AGREEMENT

The Tenant agrees with the Ashbourne Road & District Allotment Association (ARDAA) to observe and perform the obligations and conditions contained in the Association's Bye-Laws, the Constitution and Rules, this Agreement and Policies.

1. RENT

- 1.1. The rent becomes due on the first day of October each year. For the avoidance of any doubt, no part of the rent will be refundable if the tenancy is terminated at any time prior to the last day of September in any year, for any reason. Rent is required to be paid by the first day of October. Failure to pay by the due date, having not advised the Secretary of any difficulties in paying by the due date, will incur an administration fee of £10 to be added to the fees to be paid to renew your tenancy and membership.
- 1.2. The person only becomes a Tenant or renews their tenancy when;
 - 1) The Tenant pays the rent in full,
 - 2) Tenants taking on a plot part way through the year pay a rent on a quarterly pro rata basis with the full rent.
 - 3) The Tenancy Agreement has been signed by the Tenant and the ARDAA representative, and
 - 4) When the ARDAA has issued a receipt to the Tenant.

2. TENANCY

2.1. Usage

The Tenant must use the plot for their own personal use, as an allotment garden and for no other purpose. The plot is rented to the Tenant for the purpose of the cultivation of vegetable, fruit, herb and flower crops. The Tenant shall not use the allotment garden for profit or in connection with any trade or business. However, surplus produce can be sold for the benefit of a charity or the ARDAA, with approval of the Committee.

2.1.1. New Tenants

Any new tenant will be subject to a three month trial/probation period, whereupon their tenancy will be reviewed by the Committee. If satisfactory progress has not been made within this period the tenancy will be rescinded and the tenancy will cease. There will be no refund of rent paid. Satisfactory progress would be considered as having at least one third of the plot in cultivation.

Where a Tenant's Tenancy was terminated by the ARDAA they will not be permitted to join the ARDAA waiting list or become an ARDAA Tenant in the future.

2.1.2. Tenant's Usage

The person who signed the tenancy agreement, the Tenant, must regularly attend and be involved in the cultivation and maintenance of the plot.

If a Tenant is absent from the allotment due to illness or holiday that absence must not exceed a single period of three months, without written agreement of the Committee.

During this absence it is the Tenant's responsibility to ensure that the allotment garden is maintained in a satisfactory condition as decided by the Committee.

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2.1.3 A Member (who is not the Tenant) must be linked to a specific plot to help a Tenant and may make use of all site facilities.

2.2. Cultivation

The Tenant will keep the allotment garden clean, free from flowering weeds, well cultivated and in good condition. *Also see the ARDAA Bye-Laws for a complete description.*

2.3. Extraction

The Tenant will not take, sell or carry away any soil, mineral, gravel, turf, sand or clay. This includes any top-soil, compost, manure or any other materials provided and/or purchased for the benefit of the Tenants on the allotments.

2.4. Sub-letting

The Tenant **will not** sub-let, assign or part with the possession of the allotment plot or any part of it.

2.5. Change of Address

The Tenant will inform the Secretary immediately of any change of their address, phone number or email address.

2.6. Animals

The Tenant will not bring to site any animal except for dogs. Tenants bringing dogs to site must comply with Bye-Law 17.

2.7. Disputes

Any dispute between the Members or visitors within the allotment site, shall be referred to the Committee, via the Secretary or Chairman. The Committee's decision shall be final.

2.8. Legal Obligations

The Tenant will observe and comply fully with all enactments, statutory instruments, local, parochial or other bye-laws, orders or regulations affecting the allotment site.

2.9. Special Conditions

The Tenant will observe and perform any special condition the ARDAA considers necessary to preserve or protect the allotment site of which notice will be given to the Tenant under Clause 4 of this Agreement.

2.10. Admittance

The ARDAA shall have the right to refuse admittance to the allotment site to any person who does not have a legitimate right of access. Non-Members must be accompanied by the Tenant, or with the Tenant's approval or by prior approval of the Committee.

2.11. Trespass

No Tenant shall encroach, trespass or remove any item from any other allotment plot. Any damage caused either by a Tenant or person/s accompanying them shall be assessed by the Committee and wilful damage will be dealt with under Section 3 of this Tenancy Agreement.

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3. TERMINATION OF THE TENANCY OF AN ALLOTMENT GARDEN

The tenancy of an allotment garden shall continue, subject to annual renewal, as required by para 1.2, until terminated in one of the following ways:

3.1.1 Termination on death

This tenancy shall automatically be terminated 6 weeks following the death of the Tenant. For Transfer of Tenancy see the Lettings Policy.

3.1.2 Termination by Notice

One month's written notice is required by either party in order to terminate a tenancy.

3.1.3 Termination by default

At any time, the tenancy may be terminated by default by the ARDAA, after giving one month's notice in writing to the Tenant:

- a) If the rent, or any part thereof, is in arrears for 30 days, whether legally demanded or not.
- b) If the Committee determines that there has been a breach of the Terms and Conditions in this **Agreement**; the Bye-Laws; any of the Policies and/or the Constitution and Rules of the ARDAA. In the case where the Bye-Laws, or any Policy requires a different period of notice, that will take precedence over the one-month notice specified in 3.1.2 and 3.1.3).

Where the Tenancy has been Terminated by Notice, the Tenant may be charged for the cost of removing any of the Tenant's property and/or clearing the plot of weeds/debris for which the Tenant was responsible.

Where the Tenant has been served with a Notice of Termination, the Tenant has a right to appeal in writing to the Committee. This appeal must be received, by the Secretary, within 7 days from the date on which the Termination Notice was issued. The Committee will give the Tenant a reply to the appeal within 10 days of receipt of the written appeal.

Where a Tenancy is terminated any associated Members will also have their membership cancelled.

3.1.4 Termination where the allotment is appropriated

The tenancy may be terminated by Derby City Council (the Landlord) at any time, giving three months' notice in writing to the Tenant on account of the allotment garden being required:

- a) For any purpose, other than the use of agriculture, for which it has been appropriated under any statutory provision
- b) For building, mining or other industrial purpose, or for roads or sewers necessary in connection with any of those purposes.

4. NOTICES

- 4.1. Any notice required to be given by the ARDAA to the Tenant will be considered to have been served on the Tenant, either:
 - a) personally or
 - b) by leaving it at their last known place of abode, or

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- c) by sending a letter, by first class post, to the address given by the Tenant when taking on, or renewing, the tenancy, or
- d) by fixing it in some conspicuous place on the allotment plot or
- e) by email sent to the Tenant's last known email address.

4.2. Any notice of termination to be given by the Tenant to the ARDAA shall be sufficiently given if signed by the Tenant and sent to the ARDAA Secretary, either by email, to secretary@araa.org.uk, or by post to The Secretary, Ashbourne Road District Allotments Association Ltd, DE22 3BL.

5. RELINQUISHING TENANCY:

5.1. The Tenant shall, upon the termination of the tenancy, leave the plot in a clean and tidy state, free from all personal belongings (including the removal of any structures erected, by the Tenant, on the plot, unless previously agreed in writing with the Committee or as allowed in the Bye-Laws) to the satisfaction of the Committee. Where the tenancy has been so terminated the Tenant, unless previously confirmed in writing, may be charged for the cost of removing any of the Tenant's property and/or clearing the plot of weeds/debris for which the Tenant was responsible.

5.2. All belongings on the plot on completion of the termination period will become the property of ARDAA. The ARDAA shall not be liable for compensation to any Tenant for any losses or for improvements made prior to the termination of his/her tenancy.

6. OTHER

6.1. The Committee shall not be liable to the Tenant or any visitor for personal injury, damage or loss of any kind unless caused by negligence of the Committee or their servants.

The Committee is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on the allotment. Tenants are advised not to store any items of value on the allotment garden and to insure and mark any items kept at the allotment

6.2. The Tenant shall be liable to reimburse the ARDAA for any expenses incurred by the ARDAA, as a result of any breaches of this Tenancy Agreement, and/or the Constitution and Rules, Bye-Laws or Policies.

6.3. The Tenant shall comply with the requirements of all of the ARDAA's current policies. Reference copies of the policies can be found in the Mundy Room and in the Members' area of the website.

6.4. As part of the Health and Safety Policy the Tenant will carry out a Risk Assessment of their plot at least once per year. Guidance and Risk Assessment forms will be provided by the ARDAA.

6.5. Any person bringing a vehicle onto the Allotment site do so entirely at their own risk. Ashbourne Road District Allotment Association Ltd cannot be held liable or responsible for any loss or damage caused.

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By signing the Tenancy Agreement, the Tenant is agreeing to comply with all aspects of the agreement and the associated Bye-laws, Constitution and Rules and Policies. Failure to sign the agreement will automatically terminate the tenancy.

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Bye-Laws

1. APPLICATION

- 1.1. These Bye-Laws must be read in conjunction with, and form part of, Ashbourne Road District Allotment Association's Policies and Tenancy Agreement.
- 1.2. Members linked to a plot are subject to all Bye-Laws. The Tenant is responsible for the actions of any Member associated/linked with the plot.
- 1.3. Associates are only permitted to have access to the Association's shop.

2. RENT

- 2.1. For the details regarding the Rent see the Tenancy Agreement.

3. CULTIVATION

- 3.1. The Tenant must keep the plot clean and maintained in a good state of ACTIVE cultivation ie evidence of monthly activity during March to October inclusive. The Tenant's plot requires a minimum of two-thirds in active cultivation and fertility. The whole plot, including any uncultivated/storage/leisure areas, must be kept tidy, safe and reasonably free from flowering weeds and noxious plants. A greenhouse or poly tunnel is included in the two thirds calculation. Lawns are not considered to be part of the two thirds cultivation.
- 3.2. When a plot is identified, by the Committee, as having an excessive level of weeds and/or is in a poor condition and/or contains excessive materials the Tenant will be subject to the action set out in the Termination Policy.
- 3.3. The only weed killers to be used on the site will be based on Glyphosate, unless previously agreed in writing by the Committee.
- 3.4. The Tenant is required to keep the plot in good productive order by the maintenance and improvement of soil by adding manure, compost and/or other soil improvement and the planting of vegetables, herbs, flowers and fruit crops.
- 3.5. Where there is grass below fruit bushes and/or fruit trees that grass must be properly maintained. Where there is grass, in any other case, it is not considered as being included within the two thirds cultivation and must be properly maintained, trimmed and cut as a lawn. Periodic strimming, in either case, is insufficient.
- 3.6. Ornamental grasses must not be planted.

4. BUILDINGS and STRUCTURES

- 4.1. Tenants may erect a single shed up to 2.5m x 2.0m (8'0" x 6' 6") and single polycarbonate glazed greenhouse up to 2.5m x 2.0m (8'0" x 6' 6") on their plot or a Poly Tunnel up to 5m x 3m (16' x 9' 9"). Any other structures will require written approval of the Committee prior to erection. The Tenant will comply with the ARDAA's Buildings/Structure on Plots Policy.
- 4.2. All structures must be kept within the boundary of their plot.
- 4.3. All structures must comply with the Association's Health and Safety Policy.

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- 4.4. The Tenant shall be responsible for any structure, shed or greenhouse that may be, or is, erected on the plot and any contents left in it. The ARDAA cannot be held responsible for any damage or loss to any structure and the Tenant shall not be entitled to any compensation in respect of any structure erected under this clause.
- 4.5. Any new, or previously used, structures erected on the allotment shall not be made from hazardous materials (e.g. asbestos or glass) and must be adequately secured to the ground to prevent uplift.

5. WELLS & WATER BUTTS

- 5.1. The Tenant shall not create any new wells on the plot.
- 5.2. All water butts and/or other water receptacles must be kept securely covered. No household or bathroom furniture and/or fittings are allowed on the site.
- 5.3. All existing wells must be provided with a secure and padlocked cover. Where a Well is at, or about, ground level, the top must be made of material having no gaps greater than 2.5cm and be capable of supporting a load of at least 100kg (16 stone).

6. BOUNDARIES

- 6.1. Tenants must keep every hedge that forms part of the allotment plot properly cut and trimmed and not exceed a height of 1.25m (49"). Fruit trees/ bushes/ blackberries must not be allowed to grow through any boundary to an extent that they cause any obstruction to anyone passing by. Fruit trees should not be planted within 1.5m (59") of the boundary and bush fruit not nearer than 1m (39").

Where fruit trees, vines or bushes overhang the boundary of an adjacent plot, the Tenant has the right to harvest the overhanging fruit. Where fruit trees or bushes overhang the plot boundary to internal avenues, anyone can harvest the fruit overhanging the plot boundary. For an external site boundary, fruit is available for anyone to pick.

- 6.2. The Committee will have the authority to, cut back, or arrange for the cutting or trimming of any tree or fruit bush which has grown through or over any boundary fence.
- 6.3. Where a ditch runs through or alongside a plot, the Tenant must keep the ditch properly cleaned and maintained. Where the Dam Overflow runs alongside the plot, the Tenant shall keep the Dam Overflow clear of weeds and/or debris.
- 6.4. It is the Tenant's responsibility to cut and keep well maintained and trimmed, the 450mm (18') of Avenue bounding their plot. The Tenant must not use weed killer on the avenues.
- 6.5. Tenants must keep in good repair any fences and gates on their allotment plot.
- 6.6. The Tenant must not reduce the security provided by an external boundary fence or hedge by either thinning or reducing its height, without written agreement of the Committee.
- 6.7. Where a fence is erected, the Tenant shall not use barbed, or razor, wire for this purpose.

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- 6.8. Fences and boundary hedges, between plots, must not exceed a height of 1.25m (49"). Solid fences adjacent to neighbouring plots should not exceed 0.75m (30") in height and wire and trellis fences should not exceed 1.25m (49") in height. Tenants should be mindful of the effects of their hedges/fences on neighbouring plots e.g. reducing sunlight.

7. PLOT NUMBERS AND PLOT DIVISIONS

- 7.1. Tenants must clearly display their plot number on the front of their plot, on the gate or on a post and keep it clean and easily visible from the avenue.
- 7.2. The Committee reserves the right to mark numbers on plots in any of the above ways if the Tenant does not and to recover the cost. from the tenant. The ARDAA reserves the right to renumber plots where it sees fit
- 7.3. Shared paths between two plots must be jointly maintained, kept cut and clipped.

8. TREES

- 8.1. Members must not, without written consent of the Committee, cut or prune any tree on an external boundary, or outside their own plot. Members **must not** plant any tree other than a fruit tree and will contain the tree(s) to within 3 metres (10 feet) in height. Self-seeded trees must be removed by the Tenant.

9. SAFETY

- 9.1. Members, even when not on site, have a duty of care to everyone, including visitors, trespassers and themselves and must comply with the Association's Health and Safety Policy.
- 9.2. Tenants must:
- a) ensure that adequate safety measures are taken and maintained in respect of their plot and
 - b) that any work carried out on their plot is done safely and
 - c) indemnify the ARDAA against all claims, charges, costs and expenses arising in connection with, or incidental to, their plot including the carrying out of such work as referred to in 9.2.b).
- 9.3. Particular care should be taken when using strimmers, rotovators and other mechanical / powered equipment. Personal protection equipment should be used.
- 9.4. No powered equipment is to be left unattended. (eg. generators). 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.
- 9.5. Asbestos is prohibited; if you discover it, please inform a Committee member of its location.
- ## 10. SITE SECURITY
- 10.1. Entrance gates must be kept closed and locked after entering and leaving the allotment site. If a delivery is expected the Tenant must remain at the gate.

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10.2. Where a Member fails to shut and lock the main gate on three recorded occasions the Member will be subject to the Termination Policy.

10.3. **ALL** keys provided **remain the property** of the ARDAA **and must be returned** to the ARDAA on termination of membership.

11. UNAUTHORISED PERSONS

Only the Members or a person authorised or accompanied by the Member is allowed on the site unless permission has been given in writing by the Committee.

12. OBSTRUCTION OF PATHS AND AVENUES:

Bulk deliveries must not be deposited on any avenue or roadway for more than 24 hours, without written agreement from the Committee.

13. NUISANCE

13.1. No Member will:

- a) Cause or permit any nuisance or annoyance to any other Member, visitor or the owner or occupier of any adjoining or other plots or premises.
- b) Obstruct or encroach on any avenue or roadway as set out in Clause 12
- c) Use any part of the allotment site for any illegal or anti-social purpose.
- d) Encroach, trespass or remove any item from any other plot, without the Tenant's or Committee's agreement.
- e) Cause any damage or allow person(s) accompanying him/her to cause such damage. If so, that damage shall be assessed by the Committee and wilful damage will be dealt with under Clause 3 of the Tenancy Agreement.
- f) Park motor vehicles, caravans or trailers overnight or leave them deposited on the allotment site without written consent from the Committee.
- g) Bring carpets onto the allotment site to be used for ground cover. All carpets on soil or in the ground must be removed from plots.
- h) Be discourteous, abusive or disrespectful to other Members and visitors to the site.
- i) Bring tyres onto the site unless they are attached and remain attached to a vehicle or they are to replace a tyre on a wheelbarrow.

13.2. Motor vehicles are to be parked in designated car parks only. Cars can only be parked on a Tenant's own plot with the permission of the Committee All avenues are to be kept clear at all times other than for loading and unloading. **Motor vehicles or cycles must NOT exceed five miles per hour on the Avenues. (Walking pace).**

13.3. Bicycles must be taken on to Tenant's own plot.

14. BONFIRES

14.1. Tenants must comply with the Association's Bonfire Policy.

14.2. The ARDAA does not accept any responsibility for Tenants who have fires on their plots.

15. INSPECTION

Any officer or agent of the ARDAA, when so directed by the Committee, is empowered to enter and inspect any plot at any time.

16. MATERIALS

- 16.1. Only materials for use on the allotment may be stored there. Quantities in excess of that which is considered reasonable (by the Committee) will be regarded as unacceptable and the Tenant will be required to remove them within a time limit given. Failure to do so may result in the materials being removed by the Committee, the Tenant charged with the cost and Notice of Termination served on the Tenant.
- 16.2. The Committee have the authority to order any Tenant to remove any materials off their plot, which the Committee deem to be unacceptable.

17. DOGS

- 17.1. Dogs **must** be kept under proper control at all times and must be kept on a short lead when not on the Tenant's plot.
- 17.2. Dogs must be kept on the lead at all times, unless when on a plot that is securely fenced to prevent escape.
- 17.3. Dogs must not be allowed to go onto other Tenants' plots.
- 17.4. Owners of dogs allowing their dogs to foul paths, or road ways, or other plots and failing to clear up the mess will be deemed to be in breach of the Bye-Laws and, thus, subject to the Termination Policy.

18. WASTE

- 18.1. No Tenant is to accumulate, deposit, or allow other persons to deposit, on their plot, or site, any refuse, rubbish, including the Tenant's unwanted items, from external sources, or place any matter in the hedges, ditches situated in, or on, the allotment site or on adjoining land.
Abuse may result in prosecution and/or termination of their tenancy.
- 18.2. No Member will fly-tip on or remove anything off the recycling plot (131) without written permission from the Committee.
- 18.3. All non-diseased vegetative matter should be composted and used on the Tenant's plot. Diseased plants and perennial weeds can be burned when dry, in accordance with the Bonfire Policy, or removed to the Councils' recycling centre.

19. LIMESTONE

Limestone is purchased by the Committee for the maintenance of the roads and car park and is NOT available for Members' personal use.

20. THEFT

- 20.1. Members should report any break-in or theft to a Committee member, and more importantly the local police on 101.
- 20.2. Any Member discovered stealing from anyone on the allotments will be subject to immediate termination of their membership and eviction from the site.

21. NOT ABLE TO WORK

Where a Tenant knows that they will not be able to work or adequately maintain their plot, for any reason, they must inform the Letting Secretary and the Tenant must arrange for the plot to be properly maintained. Charges may be made for any work carried out, by or on behalf of the Committee, to keep the plot neat and tidy.

22. COMPLAINTS PROCEDURE

Any complaints must be submitted to the Secretary in writing and signed by the complainant. The Secretary will then refer the matter to the Committee who will consider all the available evidence and inform the complainant of their decision. Anonymous complaints will NOT be accepted. The Committee's decision will be final.

23. AMENDMENT OF POLICIES, BYE-LAWS & TENANCY AGREEMENT

- 23.1. No amendment shall take effect until agreed and passed by the Committee.
- 23.2. The Committee is empowered to deal with all matters not covered by the Policies, Bye-Laws and Tenancy Agreement.

24. COMMITTEE

- 24.1. A committee member will resign their membership to the committee after; two non-attendances, on consecutive occasions, without apology or three non-attendance to committee meetings in any 12-month period. However, the committee may waive this clause because of extenuating circumstances thoroughly discussed and minuted.
- 24.2. The Committee has the right to co-opt persons they see fit to serve on the committee.
- 24.3. The Committee shall have the authority to deal with any matters it considers are in the best interest of the Association and all Members shall be bound by its decision. It is also responsible for administering the Constitution and Rules, Tenancy Agreement, Policies and Bye-Laws in a fair and responsible way.
- 24.4. The Committee may form sub-committees to action delegated powers if required.
- 24.5. In the event of a need to dissolve the Association (see Constitution and Rules section 41), the Committee will prepare the instrument of dissolution. The instrument will state the intended appropriation of the society's funds and property (see section 119(2)(d) of the Co-operative and Community Benefit Societies Act 2014) will be another group, society, or association with similar aims to ARDAA, working within the membership area and that no individual or Member of the Association will receive any of these funds or property.