

HOOK ALLOTMENT ASSOCIATION ALLOTMENT RULES

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Version 8 – January 2021

HOOK ALLOTMENT ASSOCIATION ALLOTMENT RULES

1 INTERPRETATION

- 1.1 Throughout these Rules the following expressions shall have the meanings given to them below
- 1.1.1 'HAA' means Hook Allotment Association
- 1.1.2 'Committee' means the Hook Allotment Association's management committee
- 1.1.3 'Committee Member' means a Member of Hook Allotment Association's Management Committee
- 1.1.4 'Secretary' means the Secretary of Hook Allotment Association
- 1.1.5 'Tenant' means the occupier (s) and user (s) of an Allotment Garden who either solely holds or equally shares an equitable interest in the Allotment Garden by way of a formal Tenancy Agreement and shall include both joint tenants who live at the same address as the Tenant and/or an approved Sharer
- 1.1.6 'Sharer' means any person living at a different address from the Tenant who together with the Tenant shares responsibility for and looks after the Allotment Garden
- 1.1.7 'Allotment Site' refers to the whole area of land that is used to provide the individual Allotment Gardens all of which are managed by the Management Committee of Hook Allotment Association
- 1.1.8 'Allotment Garden' refers to that part of the Allotment Site that is let to the Tenant for the purpose of gardening
- 1.1.9 'Due Date' means 30th November in any year
- 1.1.10 'Termination Date' means 30th November in any year
- 1.1.11 'The Landowner' is the person who's name is on the title of the Allotment Site
- 1.1.12 'Exceptional Circumstances' means the occurrence of circumstances whereby the Tenant is unable to undertake responsibilities under Rules 4.6.1 and 4.6.2 for an extended period of time

- 1.2 Words in these Rules implying the singular shall where the context permits include the plural and vice versa and words in these Rules of the masculine gender shall include the feminine gender and vice versa
- 1.3 Where the Allotment Garden is the responsibility of more than one person every rule and obligation that is referred to and contained in this document and which requires the Tenant to do or not to do something shall also apply equally to any other person using working with or entering the Allotment Garden with the Tenant at the Allotment Site
- 1.4 'Written' means either on paper as hardcopy or electronically by email.

2 THE TENANCY

- 2.1 The Tenancy of an Allotment Garden shall be between the HAA and the Tenant. However the Landowner reserves the right to take independent action against a Tenant for any breach of these rules or their letting agreement
- 2.2 The HAA reserves the right for Committee Member(s) to enter an Allotment Garden at any time to inspect the state and nature of cultivation of the Allotment Garden
- 2.3 The rent and any other charges for an Allotment Garden including water may be reviewed and revised annually and any new rent or charge may be charged to the Tenant from 1st December next
- 2.3 2.3.1 Rent and charges shall be paid within 30 days of a demand being sent to the Tenant by HAA provided that no demand shall be sent before 1st November for rent and charges due on 1st December in any year
- 2.3.2 Payments not received by the due date will be levied with a 'late payment charge' of no less than £25.00 or as may be amended by the Committee from time to time
- 2.4 Tenants commencing a letting after 1st December in any year, shall pay a proportion of rent and charges for the period from the commencement date of the letting to 30th November
- 2.5 2.5.1 All Tenants whether taking on a new Allotment Garden transferring their interest in an Allotment Garden or taking on an additional Allotment Garden will be required to pay a deposit to HAA who will be refunded when the tenancy comes to an end
- 2.5.2 For the avoidance of doubt and regardless of how the tenancy is ended any interest earned on the deposit amount held by the HAA shall belong absolutely to the HAA and only the initial deposit shall be returned to the Tenant
- 2.5.3 Without prejudice to the provisions of rule 4.24.2, upon determination of a tenancy for whatever reason, should an Allotment Garden be left in an

unacceptable condition, the Tenant's deposit may be forfeited to HAA and HAA have the right to use any or all of the deposit monies towards the cost of clearance of either the Allotment Garden and or the Allotment Site

2.5.4 Any debt outstanding upon determination of a tenancy for whatever reason must be paid to HAA by the out going Tenant within 30 days of being invoiced failing which recovering action shall commence

2.6 Rent and charges paid to the Committee and proper discharge of the Tenant's responsibility shall be considered by the HAA to be a valid discharge of all of the Tenant's financial liability to the HAA in respect of their occupation and use of an Allotment Garden.

3 TERMINATION

3.1 3.1.1 A tenant not wishing to renew their tenancy must give notice in writing by 1st November

3.1.2 All such notices to terminate must be sent to the Secretary at the address published on the HAA website

3.2 3.2.1 Upon the death of a Tenant the tenancy of an Allotment Garden will terminate on 30th November

3.2.2 A spouse, partner or adult child of the deceased Tenant ('next of kin') may apply to continue to use the allocated Allotment Garden on the basis that they will be a new Tenant subject to an application for the transfer of the Allotment being received and formally agreed in writing by the Committee and meeting the usual criteria prior to the termination date detailed in rule 3.2.1 above

3.2.3 Items of equipment remaining at an Allotment Garden after the death of a Tenant shall become the responsibility of the Executor/Legal Administrator of the deceased Tenant and as such the provisions of Rule 4.24.3 shall apply and must be adhered to if the Allotment Garden is not taken over

3.2.4 Where the Executor/Legal Administrator are not present or do not make an application for the transfer of the Allotment Garden before the termination date then the Allotment Garden shall be returned to HAA who shall treat the Allotment Garden as vacant and any next of kin that had not previously made themselves known shall have no further right to object to this action or interest in the Allotment

3.3 The tenancy may be terminated by the Committee by re-entry after 14 days notice if:

3.3.1 the rent and other charges are not paid by the due date

3.3.2 the Tenant not less than three months after the commencement of the

Tenancy is not duly observing these Rules

3.3.3 the conduct of a Tenant whilst on the Allotment Site is deemed unacceptable by the Committee acting reasonably provided that the Tenant has previously been warned in writing about their conduct and has failed to take appropriate action

3.3.4 The tenant has received in a rolling 12 month period two previous Notices To Improve.

4 RESPONSIBILITIES OF TENANTS

- 4.1 The Tenant shall be aged 18 years or more and shall provide evidence should this be required
- 4.2 4.2.1 The Tenant shall not underlet, assign or part with possession of their Tenancy of an Allotment Garden or any part of it
- 4.2.2 The Tenant may share the cultivation with another party by registering a named Sharer
- 4.2.3 Sharers will have authority to tend and access the Allotment Garden on his or her own
- 4.2.4 Sharers are obliged to abide by the Rules. Any breaches of the Rules will result in a review of the Tenancy. The Tenant is therefore responsible for the Sharer's actions at all times, and both would have to vacate the Allotment Garden if the Tenancy was terminated
- 4.2.5 Only the Tenant may relinquish the Tenancy. Should the Tenant decide to relinquish the Tenancy consideration will be given to the Sharer taking over the Tenancy. Current waiting lists shall be considered before any decision regarding the Sharer's future Tenancy is made. Any proposal to transfer a Tenancy to a Sharer shall ultimately be at the discretion of Hook Allotment Association
- 4.3 4.3.1 The Tenant shall use the Allotment Garden as:
- a) an allotment for cultivation or
 - b) leisure garden on terms approved in writing by the Committee
- 4.3.2 The Tenant shall not use the Allotment Garden for any other purpose without the permission of the Committee
- 4.4 No business trade or profession whatsoever may be operated on or from an Allotment Garden without the permission of the Committee
- 4.5 The Tenant shall not take, sell or carry away any topsoil, mineral, gravel, sand or clay from the Allotment Site

- 4.6 4.6.1 The Allotment Garden shall at all times be maintained in clean and orderly condition and in a good state of cultivation
- 4.6.2 Weeds and grasses should be controlled and where possible their seeds shall be prevented from spreading to other Allotment Gardens. Plotholders are prohibited from bringing onto site any pernicious weeds, or any plant material affected by a disease which is not appropriate for domestic composting.
- 4.6.3 The Tenant shall promptly notify the Committee of any Exceptional Circumstances preventing the Tenant from fulfilling its responsibilities
- 4.6.4 The Committee will confirm whether the Exceptional Circumstances exist and that the responsibilities of the Tenant, under Rules 4.6.1 and 4.6.2, can be suspended. Following such confirmation the Tenant and Committee shall agree, in writing, the following:
- a) The period during which the responsibilities of the Tenant, under Rules 4.6.1 and 4.6.2, can be suspended;
 - b) Measures for reviewing the requirement to extend or terminate the Exceptional Circumstances
 - c) Any responsibilities to be temporarily undertaken by Hook Allotment Association whilst the Exceptional Circumstances exist
- 4.6.5 For the avoidance of doubt suspension of obligations under 4.6.1 and 4.6.2 shall not relieve the Tenant of any other obligations in the Rules
- 4.7 4.7.1 The Tenant shall not cause or permit any nuisance or annoyance of any kind, whether it is statutory or otherwise, to the occupier of any other Allotment Garden or to any person occupying or using land adjacent to the Allotment Site or which in the opinion of HAA constitutes any nuisance or annoyance which shall include but not restricted to the playing of radios or other forms of amplified sound or musical instrument
- 4.7.2 Tenants shall not obstruct or encroach on any path or roadway at any time within the Allotment Site set out for the use of the occupiers of the Allotment Gardens
- 4.7.3 Tenants shall maximise opportunities for re-cycling and composting of plant materials with the exception of pernicious plants or weeds
- 4.7.4 Tenants shall keep paths abutting their Allotment Garden properly maintained and in good repair, e.g. keep grass cut and keep paths free from weeds. In the case of a path abutting onto their Allotment Garden or any other Allotment Garden not to dig or do any other thing which will reduce the path width

- 4.8 4.8.1 Bonfires within Allotment Gardens shall be permitted during specific times of the year as notified by the committee by email and/or via the noticeboard subject to the following conditions:
- a) Bonfires shall be limited to the burning of dry and or diseased vegetation only
 - b) Bonfires should only take place when the weather conditions and wind direction are appropriate
 - c) Any bonfires should not cause a nuisance to other plot holders in accordance with the requirements of the preceding rule 4.7.1
- 4.8.2 Under no circumstances are bonfires to be left to burn unattended or in an unsafe manner
- 4.8.3 The bringing in and burning of any material or rubbish on bonfires which may be lit in accordance with rule 4.8.1 is prohibited. HAA reserve the right to take legal action against any Tenant contravening this rule
- 4.8.4 For the avoidance of any doubt the term “bonfire” relates to the burning of any material on site. This includes (but not limited to) the use of incinerators, brazier, fire pits and charcoal BBQs.
- 4.9 4.9.1 The Tenant must not deposit or allow other persons to deposit anywhere with an Allotment Garden or the Allotment Site asbestos or any refuse or other articles not required for the proper cultivation of an Allotment Garden (except manure or compost in such quantities as may reasonably be required for use in cultivation) or place any material or matter in the hedges or ditches within the Allotment Site
- 4.9.2 Carpets, tyres and other similar and/or toxic materials must not be brought into an Allotment Site or Allotment Garden at any time
- 4.9.3 Care must be taken with the use of sprays and fertilizers so as not to affect other Tenants. Organic products are preferred
- 4.9.4 If a Tenant is found to be in contravention of the provisions of clauses 4.9.1 and 4.9.2 they will be required to immediately remove all such materials at their own expense and to the satisfaction of the Committee
- 4.9.5 The Tenant shall on demand pay the cost of removal of any item(s) left in contravention of rules 4.9.1 and 4.9.2 if those item (s) are not removed by him within 14 days of being given notice by the Committee to remove them
- 4.9.6 Any manure, soil, etc. brought onto the Allotment Site must be moved to the Allotment Garden immediately
- 4.10 4.10.1 The Tenant may cut or prune any vegetation growing on their Allotment Garden but may not cut or prune any vegetation growing adjacent to their Allotment Garden without the written consent of the Committee

- 4.10.2 Only dwarf pencil or root stock trees may be planted without the permission of the Committee
- 4.10.3 The Tenant shall not remove any tree from his Allotment Garden without the written consent of the Committee
- 4.10.4 The Committee may remove from an Allotment Garden any tree, bush or shrub which in their opinion interferes with the enjoyment of any other Allotment Garden
- 4.10.5 Tenants may not plant or cultivate prohibited, illegal or knowingly poisonous plants
- 4.10.6 Any notifiable pernicious weeds must be reported immediately to the Committee
- 4.10.7 Any items found clearly not belonging to the allotment holder will be considered the property of the HAA unless the owner can be found
- 4.11 The Tenant shall not use barbed wire for any purpose and none shall be brought onto the Allotment Site or Allotment Garden
- 4.12 Ponds are permitted but must be maintained and secured to a standard set by and checked by the Committee
- 4.13 The Tenant shall display the Plot Number of his Allotment Garden on the Allotment Garden in a prominent position
- 4.14 4.14.1 No shed, polytunnel or other similar structure shall be erected on an Allotment Garden without the prior written approval of the Committee
- 4.14.1.1 Requests to erect a shed or similar structure will be judged on a case by case basis. The applicant must provide a plot layout showing the location of the proposed shed/structure. The committee will take into account the effect on surrounding areas and the thoughts of the adjacent plot holders. The suggested maximum size of a shed is 6" x 4" or 7" x 5" for large plots. If the adjacent plot holders have no objections, larger structures may be permitted. However, the height will not exceed 7'6".
- Once written consent has been received, the applicant has six months to erect the shed. No permanent footings or bases maybe constructed. The shed can be painted any colour.
- A deposit of £30.00 will be taken on approval of a shed application and will be returned if the shed is removed from the plot or a shed in a serviceable condition, is emptied when the plot is vacated
- 4.14.2 All structures authorised in accordance with rule 4.14.1 must be regularly maintained and kept in a serviceable condition

- 4.14.3 The Committee reserves the right to serve notice on a Tenant in the event that any structure not authorised in accordance with rule 4.14.1 or maintained in accordance with rule 4.14.2 is placed within an Allotment Garden
- 4.14.3 Provided that more than six weeks have passed from the date of service of the notice and only where the Tenant has failed to take any action, the Committee may enter the land and remove all structure(s) that is/are unauthorised or in poor condition and recover the costs of doing so from the Tenant as a debt due to the Committee
- 4.14.4 No caravan or motor home shall be located within an Allotment Garden or any other place within the Allotment Site
- 4.15 No person shall be permitted to remain on an Allotment Garden or within an Allotment Site overnight nor to use the Allotment for any residential purpose whatsoever
- 4.16 4.16.1 The Tenant shall be responsible for any person or animal accompanying him onto the Allotment Site and/or Allotment Garden and shall ensure that any such person or animal does not cause any nuisance or annoyance to any other Tenant of an Allotment Garden (see Rule 4.18.1)
- 4.16.2 The Tenant shall at all times maintain full and proper control over any child accompanying the Tenant and will not permit any child to go near or play within any ditch on the Allotment Site nor to enter any Allotment Garden without the permission of the Tenant of that Allotment Garden
- 4.16.3 The Tenant shall at all times conduct themselves in a reasonable and proper manner and will ensure that they do not display or become involved in any threatening behaviour whether physical or verbal against any other person whilst on the Allotment Site
- 4.17 4.17.1 No livestock shall be kept on or within an Allotment Garden
- 4.17.2 Bees may only be kept within an Allotment Garden subject to receiving the Committee's prior written approval and be properly contained
- 4.18 4.18.1 No animal shall be brought onto an Allotment Site by a Tenant unless it is on a lead and any such animal shall be discouraged from fouling the Allotment Site and the Allotment Gardens located there
- 4.18.2 The Tenant is responsible for making sure that any excrement is removed from the Allotment Site and Allotment Garden
- 4.18.3 For the avoidance of any doubt, the provisions of rule 4.7.1 apply to this rule 4.18
- 4.19 The Committee shall have the right to refuse admittance to any person other than the Tenant or a member of his family or partner to an Allotment Garden

unless that person is accompanied by the Tenant or member of his family or partner

- 4.20 It is the responsibility of the Tenant to immediately inform the Committee of any change to his contact details
- 4.21
 - 4.21.1 Water obtained from a standpipe shall be used only for the watering of garden crops on the Tenant's Allotment Garden
 - 4.21.2 Hose pipes must be hand held operated only and Tenants may not use sprinklers or other watering devices of a similar nature
 - 4.21.3 Tenants shall not use hosepipes overnight or unattended
 - 4.21.4 The washing of any vehicle on an Allotment Site is prohibited
- 4.22
 - 4.22.1 The Tenant shall ensure that all gates through which they have entered or exited on an Allotment Site are locked securely
 - 4.22.2 The Tenant shall not tamper with any locks and chains affixed to any gates
 - 4.22.3 The Tenant must as soon as practicable report to the Secretary or in the Secretary's absence a Committee Member all apparent security problems relating to the Allotment Site
- 4.23
 - 4.23.1 Vehicles are only permitted within the Allotment Site on the designated access route and in the designated parking area
 - 4.23.2 Any vehicles permitted on to the Allotment Site shall not exceed five miles per hour
 - 4.23.3 The Tenant shall not obstruct any roadway, path or means of access within the Allotment Site at any time and any motor vehicle used within an Allotment Site shall not be parked in such a manner so as to obstruct the passage of any other vehicle
 - 4.23.4 The Tenant is permitted to access their Allotment Garden via appropriate roadway, path or means of access using a motor vehicle for the sole purpose of depositing or collecting authorised material provided that permission is granted, in advance, by the Committee. The Tenant should provide a minimum of three days' notice, in writing, to the Committee of their request to access the Allotment Garden. This notice will allow the Committee to consider the request and, if granted, confirm arrangements for access and accompaniment of any person whilst on the Allotment Site
- 4.24
 - 4.24.1 The Tenant shall give back an Allotment Garden at the determination of the tenancy in a clean and tidy condition and free from weeds

- 4.24.2 Without prejudice to the provisions of rule 2.5.3 any failure by the Tenant to maintain an Allotment Garden in a clean and tidy condition and in a good state of cultivation may result in a claim against the Tenant under Section 4 of the Allotments Act 1950 in respect of the costs of making good the deterioration of the Allotment Garden
- 4.24.3 At the determination of the Tenancy, the Tenant shall be responsible for removing all structures not belong to HAA such as sheds, polytunnels, etc. which may have been approved in accordance with rule 4.14.1
- 4.24.4 The Tenancy shall not terminate until such time as the Tenant has sold on or removed any structure from an Allotment Garden, thus enabling the termination date to be set
- 4.24.5 The Tenant shall be entitled to ask the committee to keep the structures, and their contents to remain, and the committee shall consider such requests favourably, and the committee can approve such request, if it believes the structures and the contents will benefit the association.
- 4.24.6 If no request from a Tenant is received and in the event that a Tenant is in breach of 4.24.3 the Committee may on termination remove all structures not belonging to the HAA remaining on the Allotment Garden at the expense of the Tenant.
- 4.25 The landowner or any duly authorised Committee Member including the Secretary may enter and inspect an Allotment Garden at any time
- 4.26 The Tenant may not use any boundary fence of the Allotment Site to support structures, fruit bushes, trees or any crops or as part of an enclosure for compost or similar materials
- 4.27 The Tenant shall ensure that he does nothing on the Allotment Garden or Allotment Site that could cause injury or harm to:
- 4.27.1 himself
- 4.27.2 a person accompany him
- 4.27.3 the occupier of any other Allotment Garden
- 4.27.4 a person accompanying the occupier of any other Allotment Garden
- 4.27.5 a Committee Member including the Secretary and / or
- 4.27.6 any other person who has access to the Allotment Site whether authorised or otherwise.

5 NOTICES

- 5.1 Any notices required to be given to the Tenant may be served either personally or by leaving it at his last know address or by fixing it in some conspicuous manner on his Allotment Garden
- 5.2 Any notices required to be given by the Tenant shall be in writing or where notice is given verbally written confirmation must be provided within 14 days and be signed and dated by the Tenant and sent to Hook Allotment Association Commttee at the address on the website

6 ADDITIONS OR AMENDMENTS

- 6.1 Hook Allotment Association Committee may at any time add to or amend these Rules but shall within 56 days of such addition or amendment send notice of the changes to all Tenants

7 DISPUTES

- 7.1 Disputes between Tenants regarding use of the Allotment Garden or Allotment Site, must be brought to the attention of the Committee in the first instance. If the dispute can be resolved locally the Committee will do so
- 7.2 In the event that the dispute is not resolved in the first instance then the Tenants involved in the dispute will be invited to the next Committee meeting to present their case. The decision of the Committee is final and binding and will be communicated in writing to those Tenants involved.