

RULES of Westcliff Land Cultivation Society

Southend on Sea Borough Council Allotment Tenancy Agreement (in standard type)
with additions for WLCS (in bold type) November 2012

1. AGREEMENT TO LET

- 1.1 The Council grants to the tenant a yearly lease of the plot from the day of 20..... at a yearly rent to be notified to the tenant, together with the water rate.
- 1.2 Throughout this Agreement the word 'rent' includes both the yearly rent and the water rate.
- 1.3 The tenancy is subject to the Allotments Acts 1908-1950, the conditions set out in this Agreement and any regulations made by the Council in respect of allotments.

2. RENT

- 2.1 The rent is payable in advance on 1st April in any year and is subject to annual review.
- 2.2 On the termination of the tenancy the tenant is not entitled to a repayment of any part of the rent paid in advance.
- 2.3 Membership subscriptions will be paid to the Society annually by members, the amount as constituted by the AGM from year to year.**

3. SUBLETTING/ASSIGNMENT

- 3.1 The tenant shall not sublet, assign or part with possession of any part of the plot without the prior consent of the **WLCS**.

4. USE AND CONDUCT

- 4.1 The tenant shall use the plot as an allotment or leisure garden only (that is to say wholly and mainly for the production, but not for profit, of vegetable, fruit or flower crops for consumption or use by the tenant, their family and others) and for no other purpose.
- 4.2 The tenant shall not enter any other plot without the express permission of that plot holder.
- 4.3 The tenant is responsible for the conduct of any person entering the site with his/her permission and must ensure such a person does not act in a way which would be equivalent to a breach of the conditions imposed on the tenant.
- 4.4 The tenant must not cause any nuisance or annoyance to the other plot holders or neighbouring residents of the allotment site and must conduct themselves properly at all times. **Tenants are reminded that noise from radios etc can cause annoyance.**
- 4.5 No tenant shall use threatening or abusive language towards other persons on the site.**
- 4.6 The tenant must not remove produce or other items from any other existing or vacant plot without permission from the relevant plotholder.**
- 4.7 Members' children or any other children shall not be allowed on the allotment site unless accompanied by adults. The member is responsible for the actions of children entering the site with his/her permission.**
- 4.8 Anti Discriminatory Policy: in accordance with The Equality Act 2010*, discriminatory comments or actions against any person on the allotment site will not be tolerated and could result in loss of tenancy.**
*** The Equality Act 2010 requires equal treatment for people regardless of their age, disability, marriage and civil partnership status, pregnancy and maternity, race (this includes ethnic or national origins, colour or nationality), religion or belief (this includes lack of belief), sex or sexual orientation and gender reassignment.**
- 4.9 Disputes between tenants will be referred to the WLCS committee for due process and the decision of the society will be binding on all tenants involved in the dispute.
- 4.10 Acceptance of the rules is a condition of membership, and infringement against the rules is a breach of tenancy agreement and may result in loss of tenancy.

5. CULTIVATION

- 5.1 The tenant shall maintain the plot in a good state of cultivation.
- 5.2 The tenant must notify the **WLCS committee as soon as practicable** of anything which might temporarily prevent cultivation of the plot.
- 5.3 Failure to keep the plot in good order may result in the termination of the tenancy.
- 5.4 **WLCS sends a 28 day Notice to Improve letter and in the event of inadequate improvement, a 7 day Notice to Quit is given.**
- 5.5 **The tenant shall have at least a quarter of the plot under cultivation after 3 months and at least half of the plot under cultivation after 12 months and thereafter.**

6. BOUNDARIES

- 6.1 The tenant shall keep all footpaths surrounding the plot tidy and free from weeds, rubbish or other obstructions.
- 6.2 The tenant shall ensure that there is a minimum space of 9 inches/23cm from the centre of each peg bounding the plot for use as a division path between his/hers and the adjoining plot.
- 6.3 The tenant shall not obstruct or encroach on any path on the allotment site.
- 6.4 The tenant shall not use barbed or razor wire for any reason on the allotment site.
- 6.5 **Allotment plot numbers must be provided, and/or maintained by the tenant, distinct and readable, on the plot nearest a main pathway.**

7. GREEN WASTE, BONFIRES AND RUBBISH

- 7.1 The tenant shall endeavour to compost all green waste on the plot. Composting shall be in properly constructed self-built or ready made containers which are well sited on the plot. **Members must remove blighted plants.**
- 7.2 Refuse which is unsuitable for compost should be removed from the allotment site and disposed of by the tenant. **People dumping rubbish anywhere on the site are liable to lose their tenancy.**
- 7.3 The plot must be kept free of rubbish, sheet plastic, old carpets, plastic bags, plant pots and other such items which are no longer being used. **No tyres to be brought onto the site; noxious plants must be removed.**
- 7.4 The tenant must not cut or prune any timber, or trees on the allotment site without the prior consent of the **WLCS committee.**
- 7.5 The tenant must not take away from the allotment site, or sell, any mineral, gravel, sand, earth or clay without the prior consent of the **WLCS committee.**
- 7.6 Bonfires are not permitted on the allotment site except with the prior written consent of the WLCS committee. **WLCS policy is that members may only have bonfires on closest weekend to November 5th after 3:30pm.**

8. STRUCTURES

- 8.1 The tenant must not erect any building or structure without the prior consent of the **WLCS committee.**
- 8.2 The tenant must not plant any trees without the prior permission of the **WLCS committee. Dwarf root stock trees and bushes are allowed.**
- 8.3 The Council may remove any structure which has not been approved or well maintained or deemed a hazard to other allotment holders and the Council will not be required to compensate the tenant for any loss resulting from the removal of such a structure.
- 8.4 If the tenant is granted permission to erect a shed or greenhouse, a system of guttering must be placed on the roof where practicable so as to collect rainwater in one or more water butts.
- 8.5 The Council is not liable for loss or damage to property. **WLCS will not be held responsible for the loss by accident, fire, theft or damage from the allotment.**
- 8.6 No asbestos product can be used in the construction of any structure on an allotment.
- 8.7 Where the Council provide a permanent shed the tenant must keep it in a good state of repair and

not cause any deliberate damage to the structure.

- 8.8 Where the Council provide sheds with locks on notification the Council will replace lost or damaged keys or damaged locks and will recharge the tenant for the associated costs.

(Neither 8.7 or 8.8 apply to WLCS)

- 8.9 Oil lubricants or other inflammable liquids shall not be stored in any shed except in an approved container with a maximum of 5 litres for use in garden equipment only.**

9. DOGS/ANIMALS

- 9.1 The tenant must not bring any dog **or other animal** onto the allotment site, with the exception of 'disability assistance' dogs; i.e. guide dogs.

10. SECURITY

- 10.1 On those sites that have locks, the tenant will be issued with a key to the site gate upon obtaining an allotment, lost or damaged keys will be replaced upon payment of a surcharge. **See site manager and pay for a replacement key.**

- 10.2 On any given day if the tenant is the last person to leave the site, the tenant must ensure that all gates are locked and secure. **(This is not applicable to WLCS; see 10.3)**

- 10.3 Ensure gates are locked at all times except 10-12am at weekends and on show days. If you leave after 12, you must lock the gates.**

- 10.4 Lost keys must be reported to the **WLCS committee.**

- 10.5 The key is to be used by the tenant only, or by a person authorised by the tenant.**

11. LIVESTOCK

- 11.1 No livestock may be kept on the plot except with the prior written consent of the Council.

- 11.2 No livestock allowed as a condition of membership of WLCS.**

12. ADVERTS

- 12.1 The tenant shall not erect any notice or advertisement anywhere on the allotment site or its boundary.

13. VEHICLES

- 13.1 No vehicles are permitted on the allotment site when adverse conditions may result in damage to roadways, paths or other areas.

- 13.2 No member shall at any time drive or park any type of mechanically powered vehicle (cars, trucks, motorcycles, scooters etc) on to the grass paths around the allotment site without permission of WLCS committee.**

- 13.3 No parking in emergency access points.**

14. INSPECTION

- 14.1 The Council or **WLCS committee site managers** is/are entitled at any time to enter on and inspect the plot.

15. TERMINATION OF TENANCY

- 15.1 The tenancy shall end under the following circumstances:

- a) in the event of the death of the tenant, one month after the date of death **or later at the discretion of the WLCS committee. If relations or friends have already been working the plot for a reasonable period of time they can apply to take over the tenancy. Such transfers of tenancy will be at the discretion of the WLCS committee**

- b) by one party giving to the other party 12 months notice in writing expiring either on or before 6th April or on or after 29th September in any year

- c) by the Council/**WLCS committee** re-entering the plot under any of the powers contained in the relevant legislation or regulations

- d) by the Council/**WLCS committee** re-entering the plot after giving 14 days written notice to the tenant of the rent being unpaid for 28 days or of the tenant breaking any conditions of the tenancy.

e) after failure to bring the plot up to a reasonable standard of cultivation following the issue of a Malcultivation Notice. **WLCS sends a 28 day Notice to Improve letter and in the event of inadequate improvement, a 7 day Notice to Quit is given. If it is necessary to send more than two Notice to Improve letters within a 12 month period the tenant may be sent a 7 day Notice to Quit.**

15.2 The tenant must leave the plot tidy and free from excessive weeds and general waste and remove his/her own property. If the tenant fails to do so the Council/WLCS **committee** will clear the plot and reclaim the cost from the tenant.

15.3 The tenant must return the gate key/shed key to the Council or Society at the end of the tenancy, failure to do so will result in a surcharge of a minimum of £10. **WLCS charge a returnable key deposit of £20 on becoming a member.**

15.4 **The tenant shall be allowed to gather such crops as they may require from their vacated plots, to empty and to dispose of their sheds if they own them.**

16. WATER

16.1 The water on all allotment sites is turned off from November to March every year in order to prevent water pipes bursting during freezing weather.

16.2 Tenants must use water on the allotment efficiently and sensibly, excessive water consumption may result in altered charging methods for water.

17. GENERAL

17.1 The tenant must inform the **WLCS committee** in writing of any change of address, e-mail address or telephone number or if their circumstances change, for example they become 60 years of age (and will qualify for a rent reduction) or their employment situation changes (when their right to a subsidy may also change).

17.2 Any notice given to the tenant by the Council/**WLCS committee** shall be deemed served if sent by post to the tenant's last known address.

17.3 The Council reserves the right to amend the tenancy terms and conditions on giving one year's notice in writing to the tenant on or before the 1st of April in any given year.

17.4 **Only commercially available products from garden or horticultural suppliers shall be used for the control of pests. (No agricultural or professional horticultural products.)**

17.5 **When using any sprays or fertilisers the tenant must: a) take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good or replant as necessary should damage occur; b) comply at all times with current regulations on use of such sprays and fertilisers; c) store/dispose of any such chemical products in compliance with all the relevant legislation.**

17.6 **Any incidence of rats on the allotment site must be reported to the committee; there will be no encouragement of foxes.**

18 SOCIETIES

18.1 For those tenants on Society run sites, all problems and queries should be passed to members of the committee who run your society. **Complaints Procedure: any complaints should be addressed either directly to a committee member or by writing to the WLCS committee, addressed to the secretary.**

18.2 Allotment Societies may have some of their own rules unique to their individual site: these rules must be followed.

18.3 The Council's rules and regulations take precedence over the rules and regulations of the Society.

18.4 **Changes to the existing rules shall only be made by the agreement of a WLCS General Meeting.**

18.5 **The WLCS committee shall deal with occurrences not within the scope of these rules, and their decisions thereon are final and binding.**