



Rules and Regulations

(approved by the BHS Committee 16 May 2018)

Terms:

Cultivation	the definition of cultivation changes with the seasons but is considered to be dug over and planted out, or ready to be planted out; this includes greenhouses and poly-tunnels
Landlord:	refers to Brentwood Borough Council, or its successors
Managing Agent	refers to the Brentwood Horticultural Society (BHS) or its successors
Management Agreement	under which the Brentwood Horticultural Society manages the site on behalf of the Landlord and under which the plot holder is Tenant
Plot	refers to one of the plots into which the sites are divided
Plot Holder	is the signatory to the Rent Agreement and is solely responsible for ensuring that these rules are adhered to
Rent Agreement	is the contract between the plot holder and the Landlord
Site	refers to any one of the sites managed for Brentwood Borough Council by the Managing Agent
Tenant	the Plot Holder

- 1 All rent must be paid within 30 days of the issuance of the demand each year. Failure to do so may lead to termination of the plot holder's tenancy.
- 2 The plot holder shall have the allotment plot a minimum of 50% cultivated in the first year and thereafter a minimum of 75% cultivated by the end of June and essentially weed-free using techniques which do not cause any long-term environmental damage. Grass shall be kept cut short and the allotment kept tidy.
- 3 The plot holder shall not cause any nuisance or annoyance to the occupier of any other plot or obstruct any path set out by the Landlord for the use of other tenants or neighbouring properties.
- 4 The plot holder shall not underlet, assign or part with the possession of the plot or any part of it.
- 5 The plot holder shall not, without the prior written consent of both Landlord and Managing Agent cut or prune any trees on the allotment site boundaries or covered by a TPO or take, sell or carry away any mineral, gravel, earth, sand or clay from the site.
- 6 The plot holder shall not cut or trim or in any way interfere with any fence or hedge that forms part of the allotment site boundary, except where this has become overgrown and needs some active management. Any major works required must be prior agreed with the Managing Agent.
- 7 Brambles that form boundaries to the plot shall be trimmed back by the plot holder and not allowed to invade or take root on the site.
- 8 The plot holder shall not plant or bring onto the plot or allow to grow any tree, except a fruit tree or one in a pot, which shall be allowed to grow no taller than 2 metres in height; new trees shall be stepover, cordon or grown on dwarf rooting stock.
- 9 The plot holder shall cultivate their plot within the plot boundaries in place at the beginning of the Tenancy, unless agreed otherwise by the Site Rep.

- 10 The plot holder shall not take a dog on to the allotment site unless it is under proper control, kept on a leash and fastened up whilst on the site. The plot holder shall deal with any defecation by their dog as is required on the public highway.
- 11 The plot holder shall not keep any animals or livestock of any kind on the plot except hens (no cockerels) to the extent permitted by the Allotments Act 1950 and bees subject to the written consent of the Landlord. *See Addendum 1 for further information.*
- 12 The plot holder shall indemnify the Landlord and Managing Agent as to compliance with all regulations existing for the welfare of said livestock, and temporary buildings erected for housing the livestock; and also against any right of action that may arise against the Landlord or Managing Agent as a result. Such livestock will not be maintained for commercial or retail use.
- 13 The plot holder shall not allow the verges and dividing paths to become obstructed, dirty or overgrown with grass or weeds. Grass borders and pathways between plots must be mown/strimmed. There must be no interference with the communal paths on the site.
- 14 The plot holder shall lock the access gates after initial opening and when leaving the site. Failure to observe this rule may give rise to termination of membership by the Managing Agent. Local conditions will apply.
- 15 The plot holder shall not deposit or discharge any deleterious or toxic matter (either liquid or solid) either onto the plot or into any drainage channel or onto a neighbouring plot or adjoining land. This will include weeds or vegetation. Plot holders are responsible for the appropriate disposal of all green waste.
- 16 The plot holder shall not light any bonfires, except on bonfire night, without discussion with and local agreement of the Site Representative. The plot holder shall remain with the bonfire and before leaving the site ensure that it is completely extinguished and does not pose a danger to neighbouring plots or adjacent properties.
- 17 The plot holder shall not erect any permanent building on the plot, e.g. brick built shed, storage building etc.
- 18 Plot holders must consult the Site Rep and neighbouring plot holders before erecting any temporary buildings to ensure that the area of shadow over adjacent plots is minimized. The maximum permitted size of any temporary construction shall be no more than 25% of the total area of the plot; poly-tunnels are outside this restriction.
- 19 All plots are to remain open plan. No fences enclosing the plots are to be erected. No barbed wire or material which could cause injury is to be used anywhere on a plot.
- 20 The plot holder shall not connect a hose to a standpipe or water-butt for any reason; it is against Water Company Regulations. Hoses may only be used for siphoning water from tanks.
- 21 The plot holder shall not go on to another Tenant's plot without permission, except in an emergency, (eg. fire, checking if shed burgled, bird trapped in fruit cage). Site Reps shall be allowed to go on to any plot on behalf of the Managing Agent but only for the purpose of Managing Agent business. For example, where a plot becomes overgrown and creates a risk to other plots, then the site rep may take action to protect neighbouring plots.
- 22 The plot holder shall observe and perform all conditions and covenants contained in the Management Agreement under which the Brentwood Horticultural Society manages the site and under which the plot holder is Tenant.
- 23 The plot holder shall observe and perform any other special conditions which either the Landlord or the Managing Agents considers necessary to preserve the plots from deterioration in accordance with these Rules.

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Addendum 1 – Bee-Keeping

Bees will be permitted on allotments subject to the following conditions:

- 1.1. Each request for bees on an allotment must be approved by prior written approval of the Committee, which will not be unreasonably withheld if all criteria are met. Such a request will not be agreed retrospectively.
- 1.2. The placement of bees on site without a Committee written agreement will be subject to immediate removal of the hives at cost to the tenant.
- 1.3. The beekeeper must:
 - be a member of a Local or British Bee Keepers Association as membership carries Public Liability Insurance and must be registered on BeeBase (www.nationalbeeunit.com)
 - show the Committee Chairman or Vice-Chairman evidence of a formal qualification in bee keeping which will help to confirm the degree of competence of the keeper in the management and manipulation of the bees
 - have had a least one year's experience of bee keeping prior to keeping bees on an allotment
 - must publish emergency contact details to hid site rep in order to deal with any emergency that may occur due to the existence of the bees
 - must ensure swarms are avoided and managed efficiently where swarms occur and that the health of the bees remains consistent
 - educate other plot-holders about bees; many people are wary about bees and don't realise how most bees are beneficial to the allotments and the planet generally.
- 1.4. The bees must be kept in accordance with legislation such as the Bees Act 1980, Bees Diseases and Pest Control Order 2006.
- 1.5. Hives must:
 - be positioned so that bee flight paths do not impinge on pathways or other allotment users
 - be placed in a secluded area of the allotment plot, facing away from where anyone might be walking
 - have adequate screening height of at least 2 metres to ensure the rise of the bees when they leave their hive
 - be inspected weekly from April to July by the beekeeper, in accordance with BBKA guidelines
 - be limited to two per allotment plot.
- 1.6. Adequate water provision for the bees must be made on the plot to reduce instances of bees drinking on neighbouring plots.
- 1.7. Bees must be provided by recognised suppliers who can provide more docile bees and manage the colony well to breed out aggressive bees.
- 1.8. During season of production the beekeeper must ensure levels of varroa and other pests and diseases are monitored and treated as appropriate.
- 1.9. Should the beehives cause genuine annoyance to any other allotment holder, a member of the Committee or a member of the public, depending on the severity of such an annoyance the beehives may be removed.

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Addendum 2 – Non-Cultivation Notice Procedure

Stage 1

The Site Rep will send out a *personalised email or letter* that includes the following:

- a. The reason for the communication (overgrown with weeds, not cultivated, rubbish, etc.). It is recommended that a photograph be taken and included in the communication to avoid any misunderstandings
- b. An outline of what is expected from a plot holder, ie. at least 75% cultivated and the plot essentially free from weeds.
- c. A requirement for the plot holder to respond within 7 days with their intentions. If nothing is heard then it is likely that a non-cultivation notice will be served. Within this section will be an expectation that a material difference will be made to the site within 14 days
- d. A request for the site rep to be advised of any mitigating circumstances that would temporarily affect the plot holder's ability to cultivate to the required standard.

Stage 2

If stage 1 is not responded to positively then a *BHS Non-Cultivation Notice* will be generated by the site rep.

- a. This re-affirms the expectations and requirements outlined in the plot holder's original lease document and gives the plot holder 28 days to meet the expectations noted in stage 1 above.
- b. Within this Notice will be a second request for the plot holder to declare any mitigating circumstances that would temporarily affect the plot holder's ability to cultivate the plot to the required standard. It will be expected that the site rep will attempt to communicate with the plot holder at all stages to attempt to understand what has gone wrong and if there is anything practical that can be changed to remove the problem, eg. reduce the size of the plot holding.
- c. If the plot holder fails to demonstrate a significant improvement then stage 3 will be followed.
- d. Should the plot holder demonstrate an improvement and then fail to continue to cultivate to a satisfactory level within the next 3 months then the site rep goes to stage 3 automatically without further notice.

Stage 3

- a. After 28 days with no material improvement to the plot, in order to demonstrate impartiality to the process, the site rep will request an independent review of the plot in question by the (Vice-)Chairman. This will include photographic evidence.
- b. Assuming the site reps and BHS officer agree that the plot has not been cultivated to the required standard and that the process outlined above has been followed, then the (Vice-)Chairman will deliver a termination letter to the plot holder that gives the plot holder 14 days to either accept termination and return the site key or disagree in writing with reasons for disagreeing with the termination decision.
- c. Should there be any question over agreement, then a Society officer will be called in to discuss and agree a course of action. As there will have been two formal requests for mitigating circumstances, it is expected that any concerns would have already been expressed.
- d. The (Vice-)Chairman's decision is then final.