

Rules and Regulations
(as approved by the Committee 11 September 2019)

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
Water-tank	water storage connected to the mains water supply
Water-butt	water storage collecting water from the roof of a shed or greenhouse

1 Administration

- a. 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.
- b. The plot-holder shall notify the Membership Secretary of any change of name, address, phone number or e-mail address as soon as realistically possible.
- c. At the end of the tenancy, the plot-holder must return the gate key to the Site Rep.
- d. Each site shall have a First Aid Box. The Site Rep shall make all plot-holders aware of the location of the First aid Box.
- e. The sale of produce from the allotment for personal financial gain is forbidden.

2 Responsibilities of Plot-holder

- a. The plot-holder shall observe all the Rules and Regulations being cognisant of the fact that they are for the good of all plot-holders and for the smooth running of the allotments. The Site Reps have authority delegated from the Managing Agents to enforce the Rules on their site.
- b. 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.
- c. 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.

- d. The plot holder shall not underlet, assign or part with the possession of the plot or any part of it.
- e. 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.

3 Behaviour of Plot-holder

- a. The plot holder shall always lock the access gates after initial opening and when leaving the site. Failure to observe this rule may give rise to termination of tenancy by the Managing Agent. Local conditions may apply; check with your Site Rep.
- b. 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.
- c. 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.
- d. 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.
- e. The plot holder shall not deposit or discharge any deleterious or toxic matter (either liquid or solid) either onto the plot or into any water-tank or drainage channel or onto a neighbouring plot or adjoining land. This will include weeds or vegetation
- f. 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.
- g. The plot holder shall not erect any permanent building on the plot, e.g. brick built shed, storage building etc.
- h. The plot-holder shall not place any glass frame or greenhouse glazed with glass within one metre of the front edge of the allotment; that is the side adjacent to the main path. (Those that are in situ as at the date of the Rules (1 March 2019) are to be moved by 31 May 2019 or the glass is to be removed or covered by safety glass, polycarbonate plastic or similar). Wherever glass frames or greenhouses glazed with glass are adjacent to other paths, they should be protected.
- i. 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.
- j. Children must be supervised at all times, and must not be allowed to play in the water-tanks.

4 Cultivation of Allotment

- a. Unless agreed in advance with the Site Rep, when 50% may be appropriate, the plot holder shall have the allotment plot 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.
- b. Site Reps shall keep the condition of all allotments under review at all times and need not wait for the end of June before invoking the Non-Cultivation Procedure in cases where "long-term neglect" of an allotment is evident, or where a previous Non-Cultivation Order has been served, or where new tenants have failed to begin cultivation.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. The plot holder shall keep every hedge that forms part of the plot properly cut and trimmed and to keep all ditches abutting adjoining or crossing the plot clean.
- i. Plot holders are responsible for the appropriate disposal of all green waste, either by composting or by removal from the site at their own expense.
- j. Plot-holders shall not bring carpet on the plot for any reason, especially to use in order to suppress weed growth as has been common practice for many years. It creates a legacy for the future as weeds actually grow through the carpet and there is no lasting weed suppression. By September 2020 plot holders must remove all carpet from their plot.

5 Animals on Site

- a. 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.
- b. Dogs must not be bathed in the water-tanks.
- c. 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.
- d. 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.

6 Water Supply

- a. The water supply to all sites is metered and plot holders are encouraged to water wisely and not in the heat of the day.
- b. The plot-holder shall not wash tools, receptacles or produce in a water-tank connected to the mains water supply in order to prevent the build-up of debris at the bottom of the tanks. Water should be drawn into a bucket or similar receptacle if needed for washing tools, produce etc.
- c. The plot holder shall not connect a hose to a mains standpipe or water-tank for any reason; it is against Water Company Regulations. Hose connection to a plot-holder's own water-butts is allowed.
- d. Plot holders are expected to provide water storage on their plot to recover water from sheds and greenhouses and use for plot irrigation.

7 Equipment

- a. Any plot-holder borrowing or using BHS equipment, eg. strimmer, rotovator, lawn mower, etc. shall complete an induction on the use of the item, use Personal Protection Equipment (PPE) and sign the Loan Book.

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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 the 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 constant
 - 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

Introduction

The need for instigating the Non-Cultivation Notice (NCN) Procedure is as a result of the general “uncultivated state” of the plot concerned, particularly regarding Rules 2 and 3. This could be because of:

- the plot not being dug, ie. not in a state to receive plants or seeds;
- the plot being covered in weeds or the remains of last year’s crops
- there being “non-allotment” material on the site, eg. tyres, broken chairs, sheets of polythene not being used as a weed suppressant, and the similar;
- new plot-holders not beginning cultivation within a “reasonable” timescale;
- other circumstances similar to the above which make the plot appear “unloved”.

It should be noted that there may be mitigating circumstances which, if notified to the Site Rep by the plot-holder, will be taken into consideration.

The Site Rep must attempt to communicate with the plot holder in an 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.

Stage 1

After speaking with the plot holder and explaining the reason for the communication, the Site Rep will outline of what is expected, namely the plot at least 75% cultivated and essentially free from weeds, non-allotment material, etc. or, in the case of new plot holders, them beginning cultivation within two weeks of being given the key to the allotment site. The Site Rep will take photographic evidence of the situation.

The plot holder must respond within 7 days with their intentions, which might include advising the site rep of any mitigating circumstances that would temporarily affect the plot holder’s ability to cultivate to the required standard.

If nothing is heard, failure to discuss possible mitigating circumstances, or if agreement cannot be reached, then a Stage 2 Notice will be served.

Stage 2

This is a written communication from the Site Rep to the plot-holder, which re-affirms the expectations and requirements outlined in the plot holder’s original Agreement document and gives the plot holder 28 days to meet the expectations noted in Stage 1 above.

This Notice will contain 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.

If the plot holder fails to demonstrate understanding of the situation or provide a significant (subjective but understandable) improvement as agreed within the timescale above, then Stage 3 will be invoked.

Stage 3

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 the photographic evidence.

Assuming that the BHS officer agrees that the plot has not been cultivated to the required standard and agrees 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 return the site key and remove their belongings from the plot.

Should the plot-holder disagree with reasons for the termination decision, then the Society's Grievance Procedure will be called into action.

Subsequently,

should the plot holder demonstrate an improvement in the short term and then fail to continue to cultivate to a satisfactory level within the next 3 months, Stage 3 above will automatically be invoked without further notice.

End of Rules and Regulations