



Burley Model Allotments

Established 1892 Remodelled 1958

RULES OF THE ALLOTMENT SITE

TERMS & CONDITIONS

Release Number – 3 – Version 2

As agreed at A.G.M 29th October 2016



Burley Model Allotments

Version Control

Release and Version Number	Date	Changes Agreed at
<i>Release 3 V2</i>	<i>29/10/2016</i>	<i>A.G.M. of Burley Model Allotments Association on 29th October 2016</i>
<i>Release 2 V2</i>	<i>30/09/2012</i>	<i>E.G.M. of Burley Model Allotments Association on 30th September 2012</i>
<i>Release 1 V1</i>	<i>19/05/2007</i>	<i>Annual General Meeting of Burley Model Association on 30th September 2012</i>

Release and Version Number	Date	Summary of Changes - only recorded once "Issue" status reached	Changes Made By
<i>Release 3 V2</i>	<i>29/10/2016</i>	<i>Addition of rules 5.9 and 7.11 agreed at A.G.M. 2016</i>	<i>Committee</i>
<i>Release 2 V2</i>	<i>13/08/2012</i>	<i>Review of Rules to incorporate changes made by Leeds City Council Rules</i>	<i>Rules Working Group</i>
<i>Consultation Draft 01</i>	<i>30/07/2012</i>	<i>Review of Rules to incorporate changes made by Leeds City Council Rules</i>	<i>Rules Working Group</i>
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<i>Release 02 V2</i>	<i>13/08/2012</i>	<i>Phil Gadsby</i>
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(The **latest** version of this document MUST be in the top row)



Contents

Version Control	2
1. The Site	4
2. People	4
3. Plots	5
4. Paths Roadways and Hedges	6
Definition of a Roadway	6
5. Structures	6
6. Joint Tenancy	7
7. Terms and Conditions	7



Burley Model Allotments

1. The Site

- 1.1. All dogs must be under control at all times. That is, on a short lead on public paths when the plot holder is travelling to or from their plot; otherwise secured on the plot, not on the roadway. Dog owners or a person who is in charge of a dog must clear up any dog fouling and remove it from the site.
- 1.2. Plot holders shall not on any part of the site light any fire such as to allow smoke to drift across a road, cause annoyance to any person or persons or cause damage to any allotment garden.
- 1.3. Plot holders must not give or lend their site key to any individual who is not a member of the Association. Non-tenants may be allowed on site when the tenant is away, to water plants, etc. if the Association has been informed and permission has been granted.
- 1.4. The use of carpets is not allowed anywhere on the site.
- 1.5. The use of barbed wire, razor wire etc. is not allowed anywhere on the site.
- 1.6. The keeping of animals or any other livestock is not allowed anywhere on the site.
- 1.7. It is the responsibility of each plot holder to ensure that they or their visitors lock the gates after entering or leaving the site (except when advised to the contrary), and not to attempt to enter the site other than by means of the gates.
- 1.8. All plot holders must park their cars considerately, not blocking the access roads, and be ready to move them at once if asked.
- 1.9. Non-compostable rubbish must be removed from the site by the plot holder. The hut wheelie bin is not to be used for allotment waste, including, stones, soil, weeds or any other vegetable matter.
- 1.10. Plot holders must not introduce to the allotment site invasive and/or poisonous weeds. This includes any of the following; Japanese Knotweed, Himalayan Balsam and Giant Hogweed. If any of these plants are found growing on the allotment site then the committee must be informed.
- 1.11. Plot holders must not without the written consent of the Association/Council, prune, any timber or other trees in communal areas, nor carry away any turf, mineral or gravel, sand and clay.
- 1.12. Broken glass must be removed from the site immediately.
- 1.13. Cooked food must not be composted anywhere on the site.
- 1.14. Plot holders must not use the water butts for washing produce or equipment and must leave water butts full when possible. Taps must be turned off after use.
- 1.15. The allotments and site or any structures thereon must not be used for any illegal activity. Failure to observe this condition will constitute a serious breach on the part of the tenant and will result in the termination of the tenancy. The police will be informed.

2. People

- 2.1. The rent shall be paid annually in advance on the 1st day of October in each year. If rent is unpaid on the 10th November in any year then (unless the Association agrees in writing to the contrary), the tenancy terminates automatically.
 - 2.2. The tenant must inform the secretary of any change of address, telephone number or email address. We need this in case of emergencies.
 - 2.3. The tenant must cultivate the whole allotment garden personally and not underlet, assign, exchange or part with the possession of the allotment garden or any part of it without the written consent of the committee. Such consent is to be at the absolute discretion of the committee.
 - 2.4. Plot holders will be held personally responsible for any damage caused by any visitors who may accompany them on to the site. Children must be supervised at all times.
 - 2.5. Plot holders and their visitors must not cause any nuisance or annoyance to the occupier of neither any other allotment garden; nor the owners or occupiers of any neighbouring property nor obstruct nor encroach upon any path set out for the use of the occupiers of the allotment gardens. Failure to comply will be considered a serious breach of this agreement on the part of the tenant.
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Burley Model Allotments

2. People

- 2.6. No Plot holder shall enter another allotment without good reason, nor remove crops, produce or any other item from any other plot without the plot holder's permission. The committee shall have the power to end the tenancy immediately of anyone who causes theft or wilful injury.
- 2.7. The committee have the right to refuse admission to the allotment site, to any person other than a member of the Association
- 2.8. All cases of dispute between tenants, grievances against another plot holder or the actions of the Association; shall be referred in the first instance to the committee in writing. If a decision cannot be made by the committee or the committee's actions are being questioned, then the trustees will look at the case and their decision shall be final. If a tenant feels aggrieved by a decision made by the trustees, they have the right to contact Leeds & District Gardeners Federation who can offer to mediate between tenant and Association.
- 2.9. To observe and perform every other condition which the Association or the Council considers necessary to preserve, develop and/or improve the allotment gardens. Failure to observe this condition will constitute a serious breach on the part of the tenant.
- 2.10. As regards the allotment garden to observe and perform all conditions and covenants contained in the conveyance or the lease or in any other agreement under which the Allotment Association holds the land.
- 2.11. Plot holders of the Association or their visitors must contact a member of the committee if they wish to report a health & safety issue.
- 2.12. Anti-Social Behaviour* will not be tolerated. Failure to comply will be considered a serious breach of this agreement on the part of the tenant and may result in the termination of the tenancy.

*Home Office definition: "Anti-Social Behaviour is any aggressive, intimidating or destructive activity that damages or destroys another person's quality of life".

3. Plots

- 3.1. No plot holder may hold tenancies that amount to more than 450 Square yards of land. i.e. one and a half plots. This rule may be waived at the discretion of the committee in response to extensive periods when plot availability exceeds demand.
- 3.2. All plots are to be used for the cultivation of vegetables, flowers or fruit. Plot holders must cultivate at least 60% of the area of the allotment for the production of vegetables, flowers or fruit. The remaining 40% may be used for other horticultural purposes (lawn, flower beds etc.).
- 3.3. The condition of the plots must be maintained at all times to a "Good Standard". The plot should be clean, free from weeds (and litter), and cultivated with compost or recognised soil improver and otherwise maintain it in a good state of cultivation and fertility. See B.M.A.A. Procedures.
- 3.4. Plots should be cultivated and managed in a way that does not interfere in a material way with the enjoyment of neighbouring tenants. Weed seed-heads should be removed before the seed has set. Pernicious weeds should also be controlled.
- 3.5. Regular plot inspections will be carried out to ensure all terms and conditions are adhered to. If a plot is found not to be kept up to a "Good Standard" the committee will inform the plot holder and may issue a warning letter. See B.M.A.A. Procedures.
- 3.6. Plot holders must mark their plots with a numbered mark, peg or sign indicating the number of the plot. It must be shown clearly at all times. This is a council requirement.
- 3.7. Holders of plots 78-100 must keep compost bins as far away as possible from the bottom boundary. This follows complaints from householders about the smell of rotting vegetables.
- 3.8. Orchards must be kept clean, free of weeds and litter, cultivated, or grassed, cut to 10cm (4 inches) or below.
- 3.9. All grassed areas on an allotment garden or right-hand path must be cut to 10cm (4 inches) or below.
- 3.10. Not to plant or permit to grow on the allotment any willow, poplar, leylandii or any other trees which produce non-edible fruit, without the prior written consent of the Association. Such consent to be at the absolute discretion of the Association.
- 3.11. Any pond, tank or bath sited on the plot should be covered and kept in a safe manner.



Burley Model Allotments

3. Plots

- 3.12. Children's play equipment is within the discretion of the committee. Temporary swings and paddling pools etc. must be safe. Such items should be removed from the plot as and when the child outgrows their use.
- 3.13. Furniture designed for indoor use must not be brought on the allotment. However, drawers, shelving etc. are permissible inside a greenhouse.
- 3.14. Not to bring onto or store on the allotment (or in any structure), materials or substances of any kind not for reasonably immediate use on the allotment - in particular not asbestos, building materials, poisons or flammable liquids.
- 3.15. Glass bottles or jars must not be used as cloches, border edging, atop canes or for any other gardening purpose on the allotment garden. Please dispose of bottles in bottle banks, the nearest one is situated at the top of Stanmore Hill.
- 3.16. Not to deposit or permit to remain on the allotment garden any refuse or any decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation), or place any such matter in hedges or on an adjoining allotment.
- 3.17. Plot holders are advised that no human or animal ashes or remains can be scattered or buried on the allotment site.

4. Paths Roadways and Hedges

- 4.1. The plot holder is responsible for the right hand path when facing the plot from the roadway. They must ensure that their right-hand path is maintained in a readily accessible condition for the safety of anybody on the site including emergency services. Additionally a clear demarcation must be maintained between a plot and where it joins a road.
- 4.2. The path width must be a minimum of 61cm (2 feet). Where a path is wider than this it must come from the plot holder land that is responsible for the path and not their neighbours. The path must be even and level.
- 4.3. Rubbish must not be left on adjoining paths or roadways.
- 4.4. Not to plant any trees, shrubs or any other plant so as to overhang or interfere with any other allotment or any path or roadway on the allotment site.
- 4.5. Plot holders of plots bordered by hedges must keep the inside trimmed and in good order. The inside of the boundary hedge must not be allowed to grow out more than 61cm (2 feet) from the metal fence within the hedge. Note; The council are responsible for cutting the top and outside of the boundary hedge.
- 4.6. It is the duty of the plot holder to ensure that the height of the boundary hedge must not be lower than 1.83m (6 foot) high on the outside. Excepting plots 78 - 100 with a boundary next to a neighbouring property, where the height can be no lower than 1.52m (5 foot) - but only where there have been complaints from neighbours regarding light.
- 4.7. Plot holders must not interfere with or remove any hedges, fences, walls or boundary marks.
- 4.8. Pedestrians have priority use of allotment tracks at all times and vehicles must drive with due care and consideration, stopping to allow pedestrians and other users to pass safely. Any damage caused by a vehicle to an allotment or structure thereon, must be compensated for by the driver.
- 4.9. Bicycles and motorcycles may be ridden on the roadway, at walking pace, but not on paths between plots. This includes the wicket gate paths.

Definition of a Roadway

A roadway is defined as any 4 wheeled vehicular access from double gate to double gate and also the main access route on Lumley Place. Included are the two pedestrian paths served by the wicket gates on St Michael's Lane and the service road at the back and sides of the hut. These areas are the responsibility of the committee to keep in a serviceable condition.

5. Structures

- 5.1. No greenhouses, permanent cold frames or any other constructions shall be built on the site without prior permission from the committee. The basic rules for the erection of greenhouses etc. are set down by Leeds City Council and must be adhered to. (See LCC New Structure Rules - available on request).
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Burley Model Allotments

5. Structures

- 5.2. Applications must be made in writing with a diagram if necessary (see Structure rules 6 & 7 below). The applicant will be notified of the decision as soon as possible.
- 5.3.
- 5.4. No sheds, huts or similar structures are to be erected on Burley Model Allotments.
- 5.5. Structures must be maintained and kept in a good state of repair.
- 5.6. The Association may ask the plot holder to repair a structure if there is missing/broken glass for instance, or to make good repairs on an otherwise dangerous structure.
- 5.7. Structures for full or half plots with a boundary to a roadway will be placed three feet in from the roadway and other boundaries.
- 5.8. Structures for half plots that do not adjoin a roadway will be placed three feet in from the edge of the front of the plot and other boundaries.
- 5.9. Each greenhouse left by an outgoing plot holder becomes the property of B.M.A.A. and that this should be leased to the new tenant at a cost of £10.00 per two foot run up to a maximum of £60.00. This payment is a lease and not a deposit no payment will be refunded. All payments must be made prior to taking up the new tenancy. All structures left on site are B.M.A.A. property and may be leased at their discretion, with the exception of a tenant transferring to a new plot or taking on an additional plot, where a payment has been made to the outgoing tenant.

6. Joint Tenancy

- 6.1. Where two or more persons wish to jointly work an Allotment Garden not exceeding 250 square metres in area then subject to below each person shall sign a Joint Allotment Agreement.
- 6.2. An application for joint tenancy shall be made by the existing tenant who wishes to share the use and enjoyment of the allotment with a family member or friend who is not otherwise the sole or joint tenant of any other allotment in Leeds.
- 6.3. A joint tenant may have their name on any allotment site waiting list but if they accept the tenancy of a vacant plot they must relinquish their joint tenancy.
- 6.4. One joint tenant shall always be nominated as the "Principal Tenant" who is responsible for all payments and correspondence relating to the allotment. Where an existing plot holder wishes to change his/her tenancy to a joint tenancy then the existing plot holder shall be the "Principal Tenant".
- 6.5. Where the "Principal Tenant" wishes to terminate his/her interest in the allotment then another joint tenant must first consent in writing to the Council to be "Principal Tenant" and if no other joint tenant is willing to be the Principal Tenant then the entire joint tenancy shall be terminated and the allotment plot will be offered to the next person on the waiting list.
- 6.6. The cultivation or use by a joint tenant of additional allotment plots on any allotment site in Leeds is not permitted.
- 6.7. Every joint tenant is responsible for observing and complying with the allotment rules.

7. Terms and Conditions

- 7.1. Members shall agree to their personal data relating to their membership of the Association to be stored and used on a computer by the membership Secretary or other nominated person for the purpose of the Association only and in accordance with Part 11 Section 7 of the Data Protection Act 1998
 - 7.2. Any plot holder shall be entitled on termination of their tenancy to recover compensation only under and in accordance with the provisions of the Allotments Acts 1922 and 1950. BMAA is to be indemnified against any other claim howsoever arising out of the tenant's use or occupation of the allotment and the site.
 - 7.3. The Association shall be entitled on termination of the tenancy to recover compensation from the tenant in accordance with section 4 of the Allotments Act 1950 in respect of any deterioration of the allotment garden caused by the failure of the tenant to keep it in a good state of fertility and cultivation or to comply with the conditions herein contained.
 - 7.4. The tenancy will be terminated on the rent day next after the death of the tenant, although a new tenancy may be granted to the tenant's next of kin at the BMAA's discretion.
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Burley Model Allotments

7. Terms and Conditions

- 7.5. The tenancy may also be terminated in any of the following ways:
- a. By the Association giving twelve months' notice in writing, to expire on or before the 6th April or on or after 29th September in any year. A tenant (including one of 2 or more joint tenants) may terminate the tenancy at any time.
 - b. By re-entry (take back possession of the plot) by the Association or Leeds City Council at any time after giving three months previous notice in writing to the tenant on account of the allotment garden being required for any purpose permitted by the lease or the tenancy under which the Association holds the land.
 - c. By re-entry by the Association at any time after giving one month's previous notice in writing to the tenant;
 - d. If the rent or any part thereof is in arrears for not less than forty days; or
 - e. If it appears to the Association that the tenant not less than three months after the commencement of the tenancy, has not duly observed the rules or any other term or condition of the tenancy.
- 7.6. Any notice from the Association may be served on a tenant either personally or by leaving it at their last known postal address or by fixing the same in a conspicuous manner at the allotment garden.
- 7.7. Any notice from a tenant to the Association is served on the Association by handing the same to a member of the committee or by delivering the same or posting the same by first class letter post to The Secretary, BMAA The Cardigan Centre, 145 – 149 Cardigan Road, Burley, Leeds LS6 1LJ.
- 7.8. Authorised Officers of the City Council shall be entitled at any time to enter and inspect any allotment either administered by the City Council or leased to a Self-Administered Association.
- 7.9. A key for the gate or the combination number of the lock on Self-Administered allotments shall be deposited at the Allotment Office with a durable label bearing Allotments Site name.
- 7.10. The Council reserves the right to review at any time the yearly rent and to bring into effect the resultant revised charges after giving not less than 6 months written notice thereof to the tenant.
- 7.11. On termination of their tenancy, plot holders are only able to claim the deposit for keys that are currently valid. No deposits will be refunded for "OLD" keys.
- 7.12. Any matters not provided for in these rules shall be resolved on a case by case assessment by the Association committee and/or trustees.
- 7.13. The time-frame for cultivation is conventionally set at 25% of the plot to be cultivated within three months of the start of the tenancy, 50% within six months, and 75% by the end of the first year, and 100% thereafter. Areas not yet cultivated must be managed (strimmed or similar to prevent weed seeds spreading), and be maintained in a clean and tidy condition.
- 7.14. These rules, terms and conditions shall remain in force until amended by a majority vote at a General meeting of the BMAA.
- 7.15. All plot holders will enter a legally binding tenancy agreement with the Association. This agreement supersedes previously signed agreements.
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