

Walthamstow and Chingford Almshouse Charity

ALLOTMENT RULES

Revised December 2019

CONTENTS:

- 1. Definition of Terms p3**
- 2. Application p4**
- 3. Tenancies and Vacant Allotments p4**
- 4. Assignment p4**
- 5. Rent p4**
- 6. Cultivation and Use of Allotment Gardens p4**
- 7. Water provision, Bonfires, Rubbish, Chemical use and Other Restrictions p5**
- 8. Dogs, Animals and Bees p7**
- 9. Unauthorised Persons p7**
- 10. Paths p7**
- 11. Sheds, Buildings and Structures p8**
- 12. Advertisements p8**
- 13. Inspection p8**
- 14. Disputes p8**
- 15. Allotment Code of Conduct p9**
- 16. Termination p9**
- 17. Change of Address and Notice p10**
- 18. Repeal p10**

1. Definition of Terms

“The Charity” means Walthamstow and Chingford Almshouse Charity and includes any Officer appointed by the Charity

“Allotment Garden” or “Plot” means the area of land used primarily for the cultivation of vegetables, fruit and flowers which is let to the Tenant.

“Allotment Rules” means these rules approved by Charity’s Board of Directors

“Association” means an Allotment Association (a formally constituted democratic organisation) which represents the Tenants on a Site and which works in partnership with the Charity.

“Cultivation” means digging, mulching, pruning, weeding and planting and is to be for the production of vegetables, fruit, herbs or flowers. It is not sufficient simply to clear weeds without using the area to produce crops and flowers. A lawn does not constitute cultivation.

“Dwarf Root Stock” means Tree, bush or shrub or crop which requires more than 12 months to mature. Fruit trees that have dwarfing or semi dwarfing root stocks i.e. for apples, M9 or M27 for dwarfing, and either M26 or MM106 for semi dwarfing. For peach/ pear/ nectarine/ apricot/ plum/ damson - Pixy. Cherry -Gisela 5. Standard trees propagated on seeding root stocks are not permitted.

“Rent” means the annual rent payable for the Tenancy of an Allotment Garden/Plot.

“Site” means the entire area of land owned by the Charity comprising of allotment gardens and foot paths. There are 4 sites the Charity is responsible for, i.e. Hale End Road, Honeybone, Trencherfield and Spade Husbandry.

“Tenancy Agreement” means the document in the form approved by the Charity, confirming the letting of an Allotment Garden/plot to a Tenant.

“Tenancy” means the letting of an Allotment Garden to a Tenant.

“Tenant” means a person who holds a tenancy of an Allotment Garden.

2. **Application**

2.1. These rules apply to all Charity Allotment Gardens/Plots from the date of when the new tenancy agreements are signed. Tenants must also comply with any other rules or regulations which the Charity makes at any time in the future.

2.2. Allotment Rules will be reviewed annually and any amendments will also be binding and effective immediately. The Charity will advise tenants in writing of any changes.

2.3. Tenants must comply with all instructions given by the Allotment Manager of the Charity or any directions properly given by or on behalf of an Association with regard to the content of these rules and the tenancy agreement.

2.4. The Charity maintains a database for all allotment plots under its administration.

3. **Tenancies and Vacant Allotments**

3.1. All Tenants must complete and sign a Tenancy Agreement. There may be a single or two Tenants registered to each plot. Groups or Organisations must apply and request Directors' approval before being offered a plot by the Charity.

3.2. Applicants are selected from a waiting list on a first come, first served basis, priority is given to applicants residing in the London of Borough of Waltham Forest. Initially applicants will be offered half plot and can be offered further half plots once they have waited their turn on the waiting list up to a maximum holding of 2 full plots.

3.3. The primary Tenant must notify the Charity if they have a person wishing to assist them on a regular or permanent basis. The Tenant is responsible for the conduct of all visitors. If this person/ helper would like to continue working the plot should the primary Tenant leave, then they must register their interest by joining the waiting list and be considered eligible for a plot in their own right.

4. **Assignment**

4.1. The Tenancy of an Allotment Garden is personal to the Tenant. Tenants may not assign, underlet or part with possession of all or part of their Allotment Gardens (including any shed/ locker/greenhouse).

5. **Rent**

5.1. Rent, including water charges are due within 7 (seven) days of the commencement of the Tenancy and annually on 1st January thereafter. The Charity will notify Tenants in writing of any changes in annual rent payment and will also place notifications on the noticeboards of each site.

5.2. Rent will be reviewed annually and come into effect as of the 1st of January in any year and is payable by the 28th February each year. The increase in rent will be determined by the Charity's Board of Directors. Failure to meet the Charity's rent deadline will mean that, plots for which no rent has been received, will be reallocated after the 15th March to applicants on the waiting list without further notice.

5.3. The Charity does not issues refunds of rent paid.

5.4. Site committees will levy yearly charges in respect of water rates, insurance and other overheads, as they deem necessary. It is the responsibility of the Tenant to find out about and pay site fees directly to the site committee at the latest by the 31st March each year. The Charity will be informed if Tenants fail to pay the committee's charges by the deadline date of 31st March and failure to pay could result in the tenancy being terminated.

6. Cultivation and Use of Allotment Gardens

6.1. Tenants must use Allotment Gardens for their own personal use and must not carry out any business or sell produce from Allotment Gardens. Tenants shall use the Allotment for growing vegetables, fruits and/or flowers and shall not permit the Allotment to be used for the purpose of any overnight accommodation, trade, business or any activity incompatible with allotment gardening.

6.2. Allotment Gardens must be kept safe and maintained in a good state of cultivation and fertility and productive condition – new Tenants working a full 250sqm (10 rod) plot should cultivate so that at least 25% of the plot should comply with rules within 6 months, 50% in 12 months and 100% within 24 months of taking up the Tenancy. Tenants working a 125 sqm (5 rod) plot should achieve full cultivation, i.e. 75% of the plot in compliance with rules, within 12 months.

6.3. Weeds, grasses and seeds shall be prevented from spreading to other Allotment Gardens. All Tenants are responsible for keeping in a good state of repair any structure on their plot. Structures, paths and uncultivated space should not exceed 25%.

6.4. Where a Tenant fails to maintain a good standard of cultivation, the Charity will serve a “Notice to Improve” giving 28 days for improvement. Failure to improve the Plot may lead to termination of the Tenancy.

6.5. On termination of the tenancy, the plot must be left in a clean condition suitable for immediate re-letting. If the Charity has to carry out works to relet the plot, the Tenant may be required to reimburse the Charity for reasonable costs.

6.6. Tenants must not cut or prune any trees which are not their responsibility. This does not affect the routine pruning of the Tenant’s own trees. Tenants whose allotment is bounded by a hedge are responsible for its maintenance.

6.7. The Charity reserves the right to remove from any Allotment site any tree, bush or shrub which interferes with the use of any other allotment, in the event that the Tenant fails to remove the problem having been given 14 days’ notice.

6.8. Tenants must leave a minimum gap of 1000mm between the rear of their Plot and any adjoining boundary fence to allow access for maintenance.

6.9. Tenants are not to cause damage to other Tenant’s property or crops, nor to the infrastructure of the Site e.g. main or side paths, fences, gates, hedges etc.

6.10. Tenants are required to lock the gates after they enter the Site and when they leave. Locks and chains are not to be tampered with. Tenants may not enter or leave the allotment site by any means other than the gates provided.

6.11. Careful positioning and security of ponds and wildlife areas is paramount as not to compromise the health and safety of persons, who visit the allotment site. Tenants must seek permission before creating a pond on the allotment. All ponds must be made safe by being netted or suitably protected and may not exceed 1.5 m² in size.

6.12. Any water collection containers must be covered securely.

6.13. Plot number should be displayed prominently at the head of each plot at all times.

6.14. Tenants must not reposition or remove pegs defining allotment boundaries (generally marked with yellow paint).

6.15. On accepting a plot the Tenant agrees to undertake repair and maintenance of structures and to be responsible for the safe and responsible removal of any waste from the site which cannot be composted.

7. Water provision, Bonfires, Rubbish, Chemical use and Other Restrictions

7.1. Site committees will set out the permitted use of water on each site and committee

instructions must be followed. Committee collect water rates and are responsible for the water provision on each site.

7.2. Bonfires are not be permitted on the Allotment Site at any time.

7.3. Carpet, underlay and asbestos must not be used on any Site. The Charity supports the use of proprietary weed suppressants and biodegradable materials such as cardboard to suppress weeds.

7.4. Rubbish, refuse or decaying matter (except for manure, compost or woodchip required for cultivation and mulching) must not be deposited on the Allotment Garden by the Tenant or by anyone else with the Tenant's permission. Tenants are expected to compost or reuse all matter arising from the cultivation of their allotment plot. Any matter that is not compostable or reusable should be removed from the Site by the Tenant.

7.5. Tenants must not remove any mineral, gravel, sand, earth or clay from the Site unless they have written permission to do so from the Charity.

7.6. Tenants must not cause or allow any nuisance or annoyance to the Tenant of any other Allotment Garden and neighbouring householders and must comply with Rules in section 15. Allotments may not be used for illegal or immoral purposes.

7.7. The Tenant shall not park a vehicle anywhere on the Site and may only drive onto the site to drop off or pick up, driving at low speed at all times and with due care and attention to others on site. No vehicle, trailer, caravan or similar equipment is to be left on the Site overnight. Tenants are responsible for making good and repairing damage to the path caused as a result of bringing a vehicle onto the Allotment Site.

7.8. The Tenant should ensure that tools and other personal equipment are kept safe and secure when not in use. The Charity accepts no responsibility for the loss or damage to such items nor does the Charity accept any responsibility for any injury caused by such items.

7.9. No weapons (e.g air rifles) are permitted on the Site.

7.10. When applying manufactured fertilizers or products used to control pests, unwanted plant species or disease, the Tenant of the allotment garden must:

a) take all reasonable care to ensure that adjoining plots, hedges, trees and crops are not adversely affected, and must make good or replant as necessary should any damage occur, and

b) so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause no harm to members of the public, game birds and other wildlife, other than vermin or pests and

c) comply at all times with current regulations.

7.11. Fruit trees regarded as permanent planting must be on dwarf or semi dwarf rootstock. Trees are not to cast any shadow over neighbouring plots or residents' gardens and can be removed at any time at the discretion of the Charity. The total combined area of all fruit trees' crown spread must not exceed 33% of the total plot area and Tenants trees not to exceed 3 metres in height.

7.12. Tenants shall not obstruct or encroach by cultivation or construction on any path set out by the Charity on the Allotment Site.

7.13. Tenants have a duty of care to others on the Allotment Site. This includes visitors, other Tenants, themselves and family members, wildlife and trespassers. This is particularly relevant in relation to the timing and usage of mechanical equipment e.g. trimmers and rotavators and the means to power them such as petrol; not obstructing paths and the construction of any features on the site, e.g. ponds. Safe application and storage of pesticides and fertilizers, where manufacturers recommended application and storage methods, rates and precautions must be adhered to and containers properly labelled and disposed of safely. Tenants on the site should seek advice and only use products which have

been approved and are known not to impact on bees and other pollinators.

7.14. Barbed wire must not be used on Allotment plots or allotment site.

7.15. No toxic or hazardous materials or contaminated waste or tyres should be stored or brought onto the Site and contravention of the rules may be treated as a fly tipping offence. All pesticides and herbicides are to comply with the Food and Environmental Protection Act 1985 and are to be used in accordance with manufacturer's recommendations. The storage of pesticides and herbicides other than for direct and prompt use on the Plot is prohibited. All such materials must be stored in a safe manner (e.g glass for cloches) and must not be allowed to become a hazard or nuisance to others.

Glass will be no longer allowed on site and all **new sheds or greenhouses** must be fitted with non-glass windows.

7.16. Petrol, oil, fuel, lubricants or other inflammable liquids should be stored off site.

8. **Dogs, Animals and Bees**

8.1. Any dog (including Assistance Dogs) brought onto the Site must be kept on a lead and under strict control at all times. The Tenant must ensure that any dog faeces is removed immediately and disposed of appropriately off site.

8.2. Animals or livestock (except hens) may not be kept on Allotment Gardens.

8.3. Hens may be kept at the discretion of the charity and with the approval of the trustees allotment committee, subject to obtaining prior written permission from the Charity and kept in such a place or in such a manner as not to be prejudicial to health or cause a nuisance. Tenants must comply with any husbandry conditions laid down by the Charity.

8.4. Any part and no more than 15% of any size of Allotment Garden/plot used for keeping hens must be securely and adequately fenced to the satisfaction of the Charity.

8.5. Beehives are not allowed on any Allotment Site except Spade Husbandry Allotment site. Anyone wishing to place hives on Spade must obtain prior written permission from the Charity and comply with the terms of the WCAC beekeepers agreement.

9. **Unauthorised Persons**

9.1. Only the Tenant, or person/s authorised or accompanied by the Tenant are allowed on the Site except for invitations to events e.g. open days arranged by Associations and approved by the Charity.

9.2. The Charity may order any person unlawfully allowed on to the Site in breach of these rules to leave immediately.

9.3. The Charity may take action for breach of their Tenancy Agreement against any Tenant who the Charity reasonably believes was responsible for allowing an unauthorised person to be on the Site.

9.4. Gate keys or access codes are not to be reproduced and distributed to any other person.

10. **Paths**

10.1. Paths between two Allotment Gardens must be a minimum of 750mm (2ft 6ins) in width, be level, and must be of natural grass which is kept trimmed and free from weeds up to half width by each adjoining Tenant. No permanent hard surface paths are permitted, only paving slabs on bare sand or soil, with prior permission of the charity.

10.2. Site paths must be kept clear of obstructions at all times and weeds or stones from a Tenant's allotment should not be placed in any communal area.

10.3. The Tenant must not leave any tools or other equipment unattended on common pathways or other such areas of the Site nor in any other way that may cause accident or injury and must ensure that such tools and other equipment are used carefully and with due regard to the safety of others.

10.4. Tenants must not put up a fence around their plot.

11. Sheds, Buildings and Other Structures

11.1. No buildings, walls or permanent structures may be put on the Allotment Garden by Tenants. All new sheds, greenhouses or poly tunnels must comply with the following specifications and conditions (section 11.7).

11.2. Any shed, greenhouse or poly tunnel which the Charity allows on the Allotment Garden must be maintained in a good state of repair and condition to the satisfaction of the Charity and if the Charity is not satisfied with the state of repair it may order the Tenant to remove the structure. The Charity reserves the right to re-enter and remove unsatisfactory structures and to recover costs from the Tenant.

11.3. Sheds, greenhouse or poly tunnel may not be erected without prior consent from the Charity. Any structures should have guttering connected to a covered water container whenever possible (e.g. butt, barrel). A toolbox will be permitted of maximum capacity 2cu meters.

11.4. Structures shall only be constructed in a position approved by the Charity and should be constructed to a reasonable standard from materials which are non-hazardous and of good quality.

11.5. Structures should be sited to an agreed location or as directed by the Allotment Manager. No permanent footings or bases may be constructed. In all cases, a sketch plan showing approximate size and location of proposed structure must be submitted for the prior approval of the Allotment Manager.

11.6. The Allotment Tenant shall not be permitted to erect more than one shed and one greenhouse OR poly tunnel on a 250 sq m (10 rod or full) plot; on a 125 sq m (5 rod or half) plot either a shed OR a greenhouse is permitted but no poly tunnel is permitted on a half plot

11.7. Specifications for structures

Any shed, greenhouse or poly tunnel has to be of an approved design/specification acceptable to the Charity. Sheds and greenhouses must be fixed to an appropriate base. i.e. paving slabs, or wooden base, BUT NOT a fixed concrete pad or the use of concrete footings.

GREENHOUSES: These should be of the ridge type. Maximum floor area permitted is 64 square feet (6.25sq m) and the height should not exceed 7'6" (2.28m) at the ridge.

Types permitted: Wooden construction – painted with a proprietary timber preservative or paint or oil. Or be constructed of a mild steel or aluminium frame design.

POLY TUNNELS: where permitted to have a maximum floor area as for greenhouse, 64 sq ft (6.25sq m) and anchored securely to the ground.

SHEDS: Maximum floor area permitted is 48 square feet (4.45m²) on a full plot and 24 sq ft (2.22 sq m) on a half plot and the height should not exceed 7'6" (2.28m). The shed should be painted or treated with a proprietary timber preservative.

The use of glass in any structure is not permitted.

Please note these rules only apply to new structures

Advertisements

12.1. Tenants may not display any personal or commercial advertising.

12. Inspection

13.1. The Allotment Garden (and any structure on it) may be entered and inspected by an Officer or member of the Charity/or its agent or the Police at any time and the Tenants must give access when required with or without notice.

13. Disputes

14.1. Disputes between Tenants which cannot be resolved on site should be referred to the Charity's Allotment Manager. If the dispute cannot be resolved, the dispute shall be referred to the Charity's Allotment Committee and if necessary to the Main Board of Directors, whose decision shall be final. The written decision of the Charity will be binding on all the Tenants involved in the dispute.

14.2. Unresolved disputes between Tenants and the Allotment Manager shall be referred to the Allotment Committee and if necessary to the Board of Directors, whose decision shall be final.

14. Allotment Code of Conduct

15.1. The Charity has a commitment to providing a pleasant and safe environment for Allotment Tenants free from nuisance or harassment. Failure by Tenants to abide by the rules will be investigated and acted on by the Charity and may result in a tenancy being terminated.

15.2. All Tenants are expected to treat each other with respect. Tenants have the right to manage their plot and grow produce as they wish as long as it complies with the rules in the Tenancy Agreement and allotment legislation.

15.3. Tenants must not cause or permit any nuisance or annoyance to the occupier or visitor of any other allotment on the site or the residents of any premises in the vicinity either by action or inaction, or by rude or offensive behaviour, whether through carelessness, ignorance or persistent or deliberate action.

15.4. Tenants shall not commit any acts of discrimination against any person on grounds of their race, religion, gender, sexuality, gender assignment, age or disability and understand that all forms of discrimination, including bullying and harassment are unacceptable.

Harassment is generally understood to be any unwelcome physical, verbal or non-verbal conduct.

15.5. Tenants must not trespass or cause damage to other Tenant's Allotments or crops or take crops without that Tenant's prior permission.

15.6. Children must be supervised at all times and remain within the confines of the Tenant's Plot.

15.7. Tenants shall not photograph or film other people on the site without prior permission.

15.8. Complaints about any of the issues mentioned are to be referred to the Charity and will be dealt with in accordance with the procedure set out in section 14, Disputes. The Charity will endeavour to protect Tenants against victimisation for making or being involved

in a complaint. Wherever possible, Tenants should tell the person who is causing the problem that the conduct in question is unwanted and/or offensive and must stop.

15. **Termination**

16.1. The Charity may terminate Allotment Garden Tenancies in any of the following ways:

a) by giving Tenant twelve months written Notice to Quit expiring at any time between 29th September to 6th April inclusive; or

b) three months written Notice to Quit at any time, should the allotment site be required under statutory provision:-

c) by giving one month's notice, at any time (to include warning letters) if there has been a breach of any of the conditions of the Allotment Rules or for non-cultivation of a plot if at least three months have elapsed since the commencement of the tenancy.

d) or in exceptional circumstances a tenancy may be terminated without the usual notice and the Tenant informed to return keys and vacate the site immediately. Such action may be considered by the Charity in order to prevent further loss, appropriation or damage to the Site, Tenants' or adjoining householders' property, or to avoid potential injury to persons on or near the Allotment Site. In such circumstances the Tenant will be permitted 14 days supervised access to arrange the removal of personal belongings from the site (and receive a site ban).

e) automatically three months following the death of the Tenant.

16.2. Tenants may terminate Allotment Garden Tenancies by giving the Charity one month's notice in writing.

16.3. Site keys should be returned to the site committee for a refund. Rent refunds are not given.

16. **Change of Address and Notice**

17.1. Tenants must immediately inform the Charity in writing of changes of address or contact details.

17.2. Comply with any changes to the conditions, which the Charity considers necessary and which will be notified to the Tenant in writing.

17.3. Notices to be served by the Charity on the Tenant may be:

a) Affixed on the Allotment Garden or

b) Sent to the Tenant's address in the Tenancy Agreement (or notified to the Charity under these rules) by first class post, registered letter, recorded delivery or hand delivered or

c) Served on the Tenant personally.

17.4. Notices served under 17.3. above will be treated as properly served even if not received.

17.5. Notices from the Tenant to the Charity should be sent to Walthamstow and Chingford Almshouse Charity, Monoux Hall, Church End, London, E17 9RL or allotments@wcac.org.uk

17. **Repeal**

Allotment tenancy rules dated December 2019 replace all previous rules/ agreements.