

NEWTON HALL ALLOTMENTS ASSOCIATION

RULES, FACILITIES AND TENANCY PROCEDURES

Introduction

The Newton Hall Allotment site is owned by Durham County Council, but the Newton Hall Allotments Association manage it on behalf of the Council. Each Year the Association elects a Committee to ensure that all the Association's obligations to the Council are carried out and that the site is well managed for the benefit of plot holders. A list of the facilities provided by the Committee is listed below.

Durham County Council issues a Tenancy Agreement to each plot holder, and (s)he must abide by all the terms and conditions of that Tenancy Agreement. However, in addition, tenants must also abide by the Rules of the Association as agreed at an Annual General Meeting or a Special General Meeting of the Association. These Rules are set out below and should be read in conjunction with the Constitution of the Association and the Tenancy Agreement. Failure to abide by these Rules could lead to their membership of the Association being terminated and to them being evicted from their plot(s). Copies of these Rules and other documentation are available on the Notice Boards and on the Association's website, www.newtonhallallotments.co.uk.

Rules

1. All tenants must become and remain members of Newton Hall Allotments Association. On joining, they must pay the one-off Joining Fee.
2. Members must inform the Secretary of the Committee of any change of name, address, telephone number or email address.
3. Plots must not be used for any trade or business use, and individual tenants must not sell any produce.
4. The Tenancy Agreement requires that plot holders are responsible for keeping grass and weeds cut back on half of the width of any tracks or paths on all sides of their plots. In addition, tenants must ensure that:
 - a. The edges of the path or track do not "fall away" into their plot
 - b. The edges of their plot do not "fall away" into the path or track
 - c. No vegetation is to be planted in, or allowed to spread into or overhang any path or track.

Tenants are also responsible for cutting and pruning any site boundary hedges that border their plot.

5. Tenants must ensure that their plot is clearly numbered.
6. The only glass that is permitted to be used on any plot is toughened safety glass to BS6262 or BS12600. No glass shall be utilised within 1 metre of any plot boundary. Any glass that has been damaged must be removed from the site immediately.
7. To maintain the security of the site, the gates are fitted with padlocks. Tenants (and any Helpers) must NOT divulge the padlock combination to a third party. On entry to the site, individuals must shut and bolt behind them. Individuals may choose to replace and engage the padlock and scramble the combination to lock themselves in, but in every instance the padlock must be closed and the combination scrambled. **Under no circumstances should the padlock be left in the open position as this leaves the code visible.** On leaving the site individuals must shut and bolt the gate, replace and engage the padlock and scramble the combination.

8. Any adult (including family members) who helps a tenant must be registered as a Helper with the Committee. Tenants are at all times responsible for the actions of any Helpers and should make them aware of the Association's Rules. Helpers are not Co-Workers and have no rights of succession to that plot should the tenant leave. Any tenant who brings children or visitors onto site is responsible for their safety, their actions and their behaviour.
9. All members of the Association are encouraged to take responsibility for the overall maintenance of the allotment site and take part in any general tasks that may be required.
10. Each plot must have a compost bin or a suitable area for the composting of waste vegetation produced on the site. Tenants must ensure that any non-compostable waste material is removed from the site and is NOT left in common areas.
11. Open fires and the use of incinerators or braziers are only allowed on the specific dates that are published by the Committee on the Notice Boards and on the Association's website. Do not burn green waste or plastics: green waste should be composted where possible or removed from the site and plastics should be removed from the site. Tenants must also ensure that they do not cause a nuisance to neighbouring households and cease burning immediately if any smoke is blowing towards the houses at the top of the hill. **Fires must be supervised at all times.**
12. Tenants shall not keep any animals or birds on the allotment site except as allowed by law. Where a tenant wishes to keep hens (but not cockerels) or rabbits, they must approach the Committee which will issue an application form together with a list of standard questions regarding the project. The tenant's answers will support their written application to the Committee. The tenant must be prepared to comply with any requirements laid down by the Committee for any application to be successful, and checks will be included in the regular site inspections to ensure that these requirements are being complied with. Any breach could result the tenant being required to remove the animals from the site.
13. Tenants wishing to keep bees must approach the Committee which will issue an application form together with a list of standard questions regarding the project. The tenant's answers will support their written application to the Committee. Once a formal written proposal has been received, the Committee is obliged by procedure to seek the views of both Durham County Council, neighbouring plot holders and the occupants of the neighbouring houses. Where an application is successful, the tenant must comply with any requirements laid down by the Committee and by Durham County Council.
14. The Committee has a Safeguarding Policy which is displayed on the Notice Boards and on the Association's website. Any tenant who has any concerns about the actions or behaviour of another tenant (or their Helpers) that cannot be mutually resolved between them should refer the matter to the Secretary of the Committee for advice.

Facilities

The Committee make the following facilities available which are not made available by Durham County Council on the allotment sites that it manages directly. If the Association were to fold and the Committee be disbanded, it is likely that all or most of these benefits would be lost to tenants on the site.

1. **Water** - Water taps are provided at various convenient locations around the site. Whereas hosepipes are generally available these have not been provided by the Committee. Hosepipes must not be left unattended whilst in use. When using water, be aware the water supply is metered and should be used carefully. Where possible avoid watering during the heat of the day when much of it is lost through evaporation.

No adaptations to the water taps or supply must be undertaken without the prior written agreement of the Committee.

2. **Community Hut** - This is a new facility erected at the end of 2018 mainly using funding from the National Lottery. Entry is via a combination lock on the door, and instructions are given on the window of the Hut. The Hut is available for the use of all members of the Association, not just to shelter from adverse weather but as a space for a rest, to have their lunch, hold meetings or use the reference library of various gardening magazines and books.
3. **Shop** - The Shop is located inside the Community Hut and is open to members of the Association on Saturdays and Sundays 10:00am to 12:00 noon from February/March to October for the purchase of fertilisers and other allotment related products.
4. **Manure** - From time to time, the Shop may purchase manure which is left inside the top East Gate or outside the top West Gate. This is not free, and any tenant wishing to use this manure may take what they need and make the appropriate payment to the shop, the Treasurer or other Committee member.
5. **Equipment** - Various items of equipment for use on the allotment site have been bought by the Association are kept in the Container next to the Community Hut. This includes a number of wheelbarrows kept on the outside of the Container. A list of Key Holders for the Container is displayed on the Notice Boards and a key is also available from the Shop when open. Where the equipment is of a potentially hazardous nature the Committee will ensure that all such equipment has a clear set of instructions available next to where the equipment is usually kept, and an annual safety and maintenance check will be undertaken. Any tenant or Helper who uses potentially hazardous equipment should:
 - a. Ensure that they are familiar with any safety instructions and be competent to use the equipment
 - b. Follow the sign-out and sign-back-in procedures
 - c. Not use it when alone on site
 - d. Not use it unsupervised if unfamiliar with its operation
 - e. Wear the appropriate safety clothing, masks, safety glasses, etc.
 - f. Remember that using the equipment is at the user's own risk.
6. **Toilet** - A chemical toilet is available next to the Container, and is cleaned on a regular basis.
7. **Membership of the National Society of Allotments and Leisure Gardeners** - The Association is a member of this Society and gives members of the Association the following benefits:
 - a. Allotmenters liability insurance
 - b. Initial legal advice
 - c. Quarterly magazine and e-news
 - d. Supportive regional network
 - e. Discounted quality seeds
 - f. Gardening advice.

Termination of Tenancy Agreements/Expulsion of Association Members

1. All tenants are reminded that their Rent is due by 1 January each year and by making payment this constitutes a legal agreement to abide by the terms of the Tenancy Agreement and the Rules of the Association. On 1 January each year or sometime during the following week, the codes on the gate padlocks and the Community Hut will be changed, and the new code will only be released to a tenant once their Rent has been paid. Failure to pay these by 40 days after the due date of 1 January will lead to the tenant being referred to Durham County Council to be evicted from their plot and being expelled from the Association.

2. A tenant may terminate their Tenancy Agreement at any time by signing a formal termination letter or by emailing secretary@newtonhallallotments.co.uk.
3. In addition to the plot inspections carried out by Durham County Council, the Committee will carry out plot inspections on a regular basis throughout the growing season from March to November to ensure that plots are being cultivated and being used and maintained in accordance with the conditions set out in the Tenancy Agreement and the Association's Rules. Where an issue is found, e.g. insufficient cultivation, lack of weed control, failure to adhere to the requirements of the Tenancy Agreement or the Association's Rules, the tenant will be issued with a written Informal Warning and given a period of 28 days to make the necessary improvement. If after the 28-day period no or insufficient improvement has been made, the tenant will be issued with a written Formal Warning and given a further 28 days to make the necessary improvement. If after this second 28-day period no or insufficient improvement has been made, the matter will be referred to Durham County Council for them to undertake formal eviction proceedings.
4. If a serious complaint of any nature is made **in writing** to the Committee (whether on paper or by email to secretary@newtonhallallotments.co.uk) about a member of the Association, or the member is alleged to have broken the Rules of the Association, the Committee shall investigate the matter and if by a simple majority of those present they judge it appropriate they may expel the member from the Association and refer the matter to Durham County Council for the termination of the Tenancy Agreement. The member shall have the right of appeal to the Senior Allotments Officer at Durham County Council, whose decision shall be final.
5. When a tenant terminates their lease, or has it terminated, any temporary structures (e.g. sheds or polytunnels) erected after October 2016 must be removed by the tenant within 28 days of the date of termination unless agreed otherwise by the Committee. Failure to do so could lead to the tenant being liable for the costs of it being removed by the Association. Such structures once dismantled may be sold on to other plot holders as a private arrangement provided the other plot holder has the necessary permissions from the Committee. The tenant also has the same 28 days to remove any produce they have grown or any bushes growing on the plot.

Amended at AGM 24 October 2019

Signed: K. Donohoe (Secretary)