**SITE RULES**

of

**LAYTON PERMANENT ALLOTMENT ASSOCIATION**

Version 1.0 Dec 2016 Complete rewrite and format of Site rules

Version 1.1 Jan 2017 New rule 10 and minor update

Version 1.2 Feb 2018 Correction to and format of rule 4

Version 1.3 Mar 2018 Change to layout and introduction

Version 1.4 Jul 2022 Addition of new rule 11

Version 1.5 May 2023 New rules 12, 13 &14 - LPAA meeting May 2023

Having signed this document I agree to the terms and conditions therein

Tenant 1 Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tenant 2 Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Plot number ………………………………………………

Date ………………………………………………

Layton Permanent Allotment Association founded *1946*

Tenants shall at all times observe the following site rules, breach of which, may result in an eviction notice being issued under the Tenancy Agreement.

1. Plots
   1. The tenant shall obtain written consent from the Association to erect any shed, tool house, polytunnel or greenhouse. Consent shall not be withheld for the erection of any building reasonably necessary for purposes conducive to maintaining the allotment garden/plot.
   2. These buildings must be kept maintained and in good condition to the satisfaction of the committee.
   3. When a plot is vacated the tenant is entitled to dispose of any articles or tools that *they* have put onto the plot during their tenancy. Any buildings or equipment that was already in place when taking over tenancy of a plot is hereditary and must be passed on to the next tenant.
   4. Looting of vacant plots is not permitted and any tenant found to be guilty of this may be evicted.
   5. Upon termination of the tenancy, for any reason, tenant(s) are required to return site gate key(s) held, to a member of the committee, prior to any ‘key deposit’ being refunded.
   6. Access to plots must be permitted and not restricted, at all times, to committee members for plot inspections(see item 4), or access to boundary fences or other site maintenance purposes
2. Pets
   1. Any dog (including assistance dogs) brought onto the site must be kept on a lead and under strict control at all times.
   2. Once a dog is on a tenant's own plot, the lead may be removed but the dog must not encroach on to another tenants plot nor on to communal areas.
   3. The tenant must ensure that any dog faeces from their dog is removed off site immediately.
3. Children and young people
   1. Young people under the age of 16 are not permitted to be on the allotment site without their parent(s) or Guardian(s) being present.
   2. Children are not allowed to play on the wild life area without adult supervision due to the potential danger of the dyke and the silt contained under the water level.
   3. All Children on site are the responsibility of their parents or guardians.
   4. Children may walk unattended on the main drive or car park, they are not allowed to run, cycle or play on these areas, including the midden and toilet areas.
4. **Cultivation and plot inspections**

***“A good horticultural state of Cultivation”*** *means the maintenance of the productive area of the allotment plot by digging using a spade, fork, hoe and trowel or using a mechanical rotavator / cultivator to keep the productive area in a weed free condition all year round or not to allow weeds to grow together to develop into a lawn and not to allow any weeds to develop to flower and set seed. Cultivation also means to grow and maintain all plants and crops of vegetables, fruit, herbs and flowers in a healthy and pest free condition and to maximise produce growing on the productive part of the plot which can be achieved all year round.*

* 1. The tenant shall cultivate the allotment plot in such a manner as shall preserve its fertility, keep it tidy, safe and free from weeds and rubbish and maintain it in a ‘good horticultural state of cultivation’ to the satisfaction of the Association.
  2. During the growing season, on behalf of the Association Committee, all plots will be subject to a monthly inspection, by two committee members and a member of the Association,
  3. If, in the opinion of the Association Committee, less than 75% of the plot is cultivated, or the productive area is not kept in a weed free condition the Association Committee may consider the termination of the tenancy as set out in the Tenancy Agreement and in the following manner:
     1. The Association shall issue cultivation or weed notice to the tenant giving them 14 days notice to bring the plot up to the required standard or risk the tenancy being terminated under provisions of the Tenancy Agreement.
     2. After 14 days the plot shall be inspected again and should the plot not have been improved to the required standard then notice of termination under the Tenancy agreement shall be given.
     3. The tenant may within the 14 days notice period given under 4.3.1 provide to the Association Committee a written request for an extension of the notice period, setting out any exceptional circumstances as to why such extension is requested. On receipt of a written request the Association Committee may at its sole discretion extend the notice period up to but no more than a further 14 days.
     4. At the end of any extended notice period the plot shall be inspected again and should the plot not have been improved to the required standard notice of termination under the Tenancy Agreement shall be given.
     5. Subject to the above provisions a tenant should keep the Association Committee informed, preferably in writing of any extended absence from their plot due to ill health or other reasons. The Association Committee may at its sole discretion take this into account when considering whether to issue a cultivation or weed notice.
  4. If the Association Committee issue a second notice under 4.3.1 above within 6 months of a previous notice rule 4.3.3 shall not apply. In this circumstance the Association Committee reserves the sole discretion to issue a termination notice instead of a weed or cultivation notice.
  5. Any tenant, who has received a weed or cultivation notice, within the previous twelve months, may not be permitted to move to another plot.
  6. Any provisions in this clause shall not preclude the Association from terminating the Tenancy Agreement for any other breach thereof.

1. Gates
   1. Tenants are required to lock the entrance / egress site gates after they enter or leave the site.
   2. Locks and chains are not to be tampered with or removed from the gates.
   3. It is the tenants’ responsibility to inform the LPAA committee of any issues relating to the locks or gates.
   4. If a tenant is going to be away and is giving the gate keys to a friend or family member to look after their plot, the tenant must inform a member of the committee that this person will be on site and for how long.
2. Vehicles
   1. Vehicles are not permitted to be parked on the site main drive causing an obstruction to other vehicles and possible damage to water taps.
   2. Vehicles on Site are only permitted to be parked within the defined parking areas.
   3. Parking of any trailer, caravan, horse box or similar vehicles on the site is not permitted.
   4. Overnight parking anywhere on the site is not permitted.
   5. Tenants’ vehicles parked outside the entrance gates to the site must not cause an obstruction to access to or egressfrom the site or to neighbours.
   6. Vehicles parked on the allotment site are parked at the owners risk and the LPAA cannot be held responsible for any damage caused.
3. **Behaviour**
   1. Any tenant behaving either on the allotment site or off site in an aggressive or intimidating manner, harassing, either verbally, physically or by electronic means towards another tenant, trustee, member or any other person lawfully present on the allotment site or at any meeting or event held by the Association will be served with an eviction notice under the Tenancy Agreement.
   2. The tenant is responsible for the behaviour of any other person they invite onto the allotment site and may be evicted if that other person behaves contrary to 7.1.
   3. The Association Committee may by resolution issue termination notice under the Tenancy agreement if in its reasonable opinion the behaviour of the tenant is harmful to the Association.
4. Absence
   1. If any member is going to be away and giving the keys to a friend or family member to look after their plot, the tenant must inform a member of the committee that this person will be on site and for how long.
5. Hoses
   1. The use of unattended hoses or sprinklers is forbidden. Hoses can be used to irrigate as long as they are held by hand.
   2. When not in use hoses must be disconnected from site water taps.
6. LPAA Equipment
   1. LPAA equipment rented from the Association is for use only on site. LPAA equipment is not permitted to be taken off site.
7. Loose stones & gravel - use on plots

11.1. The use of loose stones or gravel, on or within allotment plots, is not permitted without the written pre-authorised consent of the LPAA committee.

1. Onsite mains water usage
   1. The use of onsite mains water for non-gardening or non-allotment purposes e.g. washing / cleaning cars, vans or motorcycles is not permitted.
2. Visitors & Helpers
   1. Tenant(s) are responsible for ensuring that visitors and helpers, invited to the tenant(s) allotment plot or the allotment site, adhere to the clauses of their Tenancy Agreement and the rules contained within the LPAA Site Rules.
3. Breach of Tenancy and Site Rules
   1. Failure to abide to the terms of the Tenancy Agreement and the rules contained within the LPAA Site Rules, by a Tenant, visitor or helper to the tenant(s) allotment plot or the allotment site, will be referred to the LPAA Committee. The LPAA Committee will consider such incidents and take action which they consider appropriate. Their decision is final and may result in the tenant(s) being served with an eviction notice under the Tenancy Agreement.

[End]