

THE ANNE TURNER ALLOTMENTS ASSOCIATION

TENANCY RULES 2026

1 General

- 1.1 All Tenants are required to enter into an annual tenancy agreement. By taking on an allotment, Tenants agree to abide by the rules set out in this document and become Members of the Anne Turner Allotments Association.

2 Annual Charges

- 2.1 Rents are due annually and shall be paid by the end of January in each calendar year.
- 2.2 The rates will be reviewed and set by the Association Members at the Annual General Meeting.
- 2.3 Allotments let during the year will be charged on a full year's basis or a lesser sum at the discretion of the Anne Turner Allotments Association Committee Chairman and Treasurer.
- 2.4 The Committee will report to Members on the use of these funds at the Annual General Meeting with a presentation of the annual accounts.

3 Cultivation and Use

- 3.1 The allotments are for the cultivation of fruit, vegetable and flowers for personal use and consumption. No business or trade is permitted.
- 3.2 All plots must be substantially cultivated. Cultivation is defined as crops in the ground or the plot being dug over or cleaned and prepared and ready for planting.
- 3.3 All plots must be kept clean and tidy and kept reasonably free of weeds. Particular attention must be taken to avoid the spread of weeds onto neighbouring plots.
- 3.4 A weed suppressant membrane or strimming is not considered a long term substitute for cultivation. A new Tenant may employ these techniques in the first year but will be expected to adhere to these general requirements within 12 months of taking over the tenancy. The use of weed suppressant membrane is permitted as a surface for pathways within a plot or where it is used for crop management eg on strawberry beds, around fruit bushes etc.
- 3.5 Carpet or carpet underlay is not to be used as a weed suppressant.
- 3.6 Non growing areas (eg patio, internal paths etc) should be kept to maximum of 20% of the plot.
- 3.7 Fruit trees to be maintained to a maximum height of 2.5m.
- 3.8 It is prohibited to grow plants which produce illegal substances or are otherwise prescribed.
- 3.9 No construction (eg sheds, greenhouses) other than cold frames, fruit cages or trellis work for the support of plants or crops shall be erected on the allotment. No polytunnels over 1.0m in height shall be permitted.

- 3.10 No barbed wire or glass shall be permitted onto the site.
- 3.11 No livestock shall be kept on any allotment. Any dogs brought onto the land shall be kept on a lead or under close control and on their owner's plot only.
- 3.12 Compost bins/bays, toolboxes and low small stores can be placed on the allotment at the Tenant's own risk.
- 3.13 Tenants must take all reasonable care when using sprays, fertilizers or chemicals to ensure hedges, trees, and other plots are not affected. Tenants must always comply with current legislation and regulations as to the use and storage of such items.
- 3.14 Bonfires are permitted from 30 September - 1 May each year. The bonfire must be managed safely at all times and must be left in a safe condition when the Tenant leaves the site. A bonfire must not be allowed to create a nuisance to other tenants or neighbours.

4 Prohibition of Sub letting

- 4.1 No sub-letting of an allotment shall be permitted unless in exceptional circumstances and with the prior approval of the Association. In the event of sub-letting the Tenant shall remain responsible for the condition of the whole allotment and the observance of the terms and conditions of the tenancy agreement.

5 Boundaries, Fences and Paths

- 5.1 The Association shall be responsible for cutting the outer and top of the hedging that forms the outer boundary of the site, maintaining the centre road, pump house and water tanks.
- 5.2 The Tenant shall be responsible for keeping clean the centre and paths adjoining or around his/her allotment and trimming any grass in the area of their allotment.
- 5.3 The Tenant shall keep the inner boundary hedge clean and tidy and provide access for the annual hedge cutting. Assistance will be given to the Tenants of the following allotments: 1, 2, and 43 regarding the hedge cutting.
- 5.4 The Tenant shall keep the identification stakes provided by the Association in good condition and visible.
- 5.5 Tenants should avoid bringing vehicles onto the allotment site unless they are blue badge holders, have some form of disability or need to deliver/collect items from the plot that cannot be easily transported. In any event speeds must be kept to an absolute minimum and particular care needs to be taking on exiting the site because of pedestrians and others using the pavement on Church Road. Drivers should also be aware that they will be responsible (through their insurers) for any accidents that take place on or whilst entering/leaving the site and for any damage caused by their vehicle whilst on the site.
- 5.6 The water tanks are to be used solely to fill clean, and uncontaminated, water containers.
- 5.7 The lids on the water tanks are to be left closed after use.

6 Conduct

- 6.1 The Tenant must at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment Site.
- 6.2 The Tenant must not cause, permit or suffer any nuisance or annoyance to any other plot holder or neighbouring resident of the Allotment and must conduct himself appropriately at all times.
- 6.3 The Allotments may not be used for any illegal or immoral purposes and the Tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the Allotments.
- 6.4 The Tenant must comply at all times with the Constitution of the Association that may be amended from time to time.
- 6.5 The Tenant shall not enter onto any other plot at any time without the express permission of the relevant plot holder.
- 6.6 Any person who accompanies the Tenant to cultivate or harvest may not at any time enter onto another plot without the express permission of the relevant plot holder. The Tenant is responsible for the actions of children and others entering the Allotment with their permission.
- 6.7 The Association adheres to a zero tolerance policy when it comes to physical or verbal abuse. Tenants are required to be respectful at all times of their neighbours, other tenants and members of the Committee. No form of physical or verbal abuse will be tolerated and will result in offenders being issued an immediate suspension notice.

7 Termination

- 7.1 The tenancy of the Allotment shall terminate in the following circumstances:
 - 7.1.1 automatically on the Rent Day next after the death of the Tenant, or
 - 7.1.2 by the Association giving the Tenant at least twelve months notice in writing, or
 - 7.1.3 by the Tenant giving the Association 28 days notice in writing, or
 - 7.1.4 by re-entry if the rent is in arrears for not less than 40 days, or
 - 7.1.5 by re-entry if the Tenant is not duly observing the conditions of this tenancy.
- 7.2 In the event of the termination of the tenancy the Tenant shall return to the Association any property (keys, etc.) made available to him during the Tenancy and shall leave the plot in a clean and tidy condition. If in the opinion of the Association the plot has not been left in a satisfactory condition, any work carried out by the Association to return the plot to a satisfactory condition shall be charged to the Tenant (section 4 Allotments Act 1950).

8 Inspections

- 8.1 The Association's Officers will undertake periodic inspections of allotments to ensure cultivation is compliant with these rules. If an allotment is not being cultivated in a satisfactory manner informal discussions will take place with the Tenant to offer advice and to let them know what improvements are required.
- 8.2 In the event that the Tenant fails to take appropriate action the Committee will issue a written improvement notice requiring them to remedy the same within four weeks. Failure to do so may result in the issue of a formal notice of termination of the tenancy. The Tenant will have 4 weeks to remove any possessions from the plot before new tenants are invited to take over. During the period of such notice the Tenant may remove any crops or manures standing on the allotment but thereafter he/she shall be deemed to have surrendered the same. No refund of rent will be given.

9 Accidents

- 9.1 Tenants must report all accidents as soon as possible to an Officer of the Association who will ensure that an incident report form is completed in accordance with the Association's Health and Safety procedures.

10 Access by Third Parties

- 10.1 The Association and/or North Ferriby Parish Council, their accredited representatives and persons acting on their behalf or with their permission shall be entitled at any time to enter and inspect any allotment and carry out any works or repairs required or authorised by the Association and/or the Parish Council.

11 General Data Protection Regulation

- 11.1 The General Data Protection Regulation (GDPR) is a Europe-wide regulation. It requires all organisations, including the Anne Turner Allotments Association to make their Members aware of the information held about them, the uses to which that data is put and the need to contract in to that GDPR requirement. All Tenants are Members of the Association.
- 11.2 The Anne Turner Allotments Association holds the following data about each of its Members:
 - 11.2.1 Name
 - 11.2.2 Postal Address
 - 11.2.3 Contact details ie one or more of the following – landline phone number, mobile phone number, email address
 - 11.2.4 Plot number
- 11.3 This data is electronically securely stored on the Association's shared electronic filing system and is accessible only to serving Committee members. A hard copy of this information is also contained in the tenancy agreement signed by each Member and kept by the Secretary to the Association.
- 11.4 Photographs may also be stored on the Association's electronic filing system and/or may be posted on social media. Members will be asked at the time photographs are taken if they object to the images being used in this way.

- 11.5 Each Member is entitled to see his or her own entry.
- 11.6 The Association itself uses this information to contact Members in order to inform them of its activities over the year including administration of rents and general meetings.
- 11.7 The Association does have dealings with third parties that may require basic personal information (name, address, preferred form of contact) to be passed to them, including insurers and the local parish council. Personal data will not be passed on to any other third party without the Member's prior permission.
- 11.8 Personal information is shared with the National Allotment Society (NAS). This is to enlist all Members in the NAS Allotmenters Liability Insurance scheme. Members who do not wish to be covered by this insurance scheme should contact the ATAA Secretary prior to signing this agreement.
- 11.9 The data will be deleted as and when Members leave the Anne Turner Allotments Association.

