

ANLABY ALLOTMENT ASSOCIATION TENANCY RULES.

The annual rent payable by plot holders will be reviewed annually and fixed by the Committee on a majority vote. Plot rents will be payable in advance and a rent year ends on the 31st December. Where a tenancy commences between the 1st January and 30th April a full year's rent will be payable. For a tenancy commencing between 1st May and 31st August one half of a year's rent will be payable. For a tenancy commencing between 1st September and 31st December one quarter of the year's rent will be payable.

The tenancy is subject to the Allotments Act 1908 and 1950 and subject to the following rules.

1. Non-payment of rent by the 31st December (preceding the year of rental) will result in the loss of the tenancy of a plot. The Committee will consider and agree on extenuating circumstances in relation to default of payment by a plot holder. The Committee will determine a rent collection period, last day being the date of the Annual General Meeting.
2. The Tenant must abide by the Anlaby Allotment Association rules that can be changed, or added to by a majority vote of the Committee at a normal Committee meeting. A copy of these rules are issued with each tenancy agreement or renewal or may be inspected at the Association cabin. Where a tenant has been in consistent breach of these rules in a rent year, and has failed to respond to written warnings, the Committee reserve the right to not renew the tenancy at the end of the rent year. The Committee's decision is final.
3. The general management of the allotments is vested solely with the Management Committee. Should any matters arise that are not specifically provided for in any agreement for the time being enforced between the Association and Tenant, or in the rules of the Association or this Tenancy Agreement, the Committee will have the power to deal with these issues in the best interest of all plot holders and members shall be bound by the decision of the Committee.
4. The tenant shall not underlet, assign or part with possession of the allotment garden, or any part thereof, without the written consent of the Anlaby Allotment Association.
5. The tenant, and any additional persons who work the allotment garden (regularly) will be required to pay an administration fee. This fee will be notified to the tenant when notice of the Annual General Meeting and tenancy renewal forms are distributed. The fee will be payable at the time of rent collection.
6. The tenant shall use the plot as an allotment garden only – that is to say wholly or mainly for the growing of flowers and the production of vegetables or fruit crops for the consumption by the tenant and his/her family and for no other purpose. The plot must be kept clean and free from weeds, over and undergrowth and in a good state of cultivation and fertility. A minimum of 75% of the plot must be under cultivation.
7. The tenant is liable for all acts or omissions by their visitors, guests or associates when attending the allotment garden with or without the tenant.

8. When a member is notified that a plot is not being maintained in accordance with the tenancy rules, they must respond within 21 days (by way of remedial measures or personal contact with the Committee) Failure to respond will lead to the termination of the tenancy. The decision of the Committee is final.
9. No tenant in arrears with rent will be allowed to remove from the allotment garden Any crops growing thereon, implements, stock or other property, until arrears are Paid in full.
10. The allotment gardens are for cultivation and should not be used for storage of unused items or materials, Imported waste should not be brought to the allotment gardens for storage or disposal.
11. It is the tenant's duty to keep the allotment garden free from hazardous materials. This includes broken glass, asbestos, scrap metal and wire. Manure deliveries must be removed from the association's roads, paths and turning circles as soon as practicable and certainly within 14 days after delivery.
12. Rubbish, weeds and other waste must not be placed on the association's roads, paths, turning circles or any land adjacent to the allotment site or in any ditches.
13. The tenant shall not cause any nuisance or annoyance to the occupier of any other allotment garden, or obstruct any path set out by the association for use by occupiers of the allotment gardens.
14. Bonfires shall not be lit where they are likely to cause annoyance to other tenants and local residents and must be extinguished before the tenant leaves the site. The tenant, not the association, will be responsible for any action relating to smoke pollution or fire damage caused by bonfires. No fire to be lit within 10 metres of the allotment cabins.
15. The Anlaby Allotment Association and its members cannot give authority or consent for the possession or use of firearms (including air weapons) on the site. Any member in contravention of this condition will have their tenancy terminated with immediate effect except in extenuating circumstances, agreed by the Committee.
16. Disputes between tenants will be referred to the Committee of the Anlaby Allotment Association whose decision will be final. Anti-social, threatening or harassing behaviour towards any member will not be tolerated.
17. Paths adjacent and within the tenant's allotment garden, must be maintained by the tenant. Paths should be of sufficient width to allow a wheelbarrow to easily pass. Paths to be of a minimum 1.4 metre in width to allow wheel chair access. Each tenant is responsible for the path front/back and left of the plot (if applicable) when facing the old railway embankment. The tenant of each plot where the northern edge is adjacent to the palisade fencing shall keep a 1.5 metre wide path free inside the fencing to enable access by other tenants and maintenance. No tenant has the right to block,

obstruct or impede fellow gardeners easy and convenient access across a plot. In the event of dispute the Committee's decision is final.

18. The tenant, without the consent of the Anlaby Allotment Association will not cut or prune any timber, hedge or other trees (unless planted by the plot holder) or take, sell or carry away any soil, mineral, sand or clay.
19. Hedging trees will not be planted around the boundary of any allotment garden plot. Where hedging plants and trees have been previously established on a plot, the tenant will keep them maintained to a maximum height of 1.75 metres. The tenant shall not allow any tree on their plot to overhang any adjacent path and must maintain the width so the spread does not encroach paths and reduce the width available for tenants using the paths.
20. Any new tree planted by a tenant shall be positioned at least 2 metres on the inside of the boundary of the plot.
21. The allotment gardens must not be used to keep livestock.
22. Bees may be kept (with conditions) with the consent of the Committee.
23. The association must be informed when a tenant changes address or contact telephone number.
24. The main site access gates shall be kept closed and locked at all times except for access and egress. Tenants visiting the site for the briefest of periods, must lock the gates behind them.
25. Heavy vehicles are prohibited from the site except such vehicles carrying out business with the Anlaby Allotment Association or with consent of the Committee.
26. The Anlaby Allotment Association has the right to refuse admission to any person attending the allotment site unless that person is accompanied by the tenant. Persons under the age of 18 years must be supervised at all times and must not be allowed to roam the site unattended.
27. Dogs shall be kept under close control at all times. Dogs should not be allowed to foul other tenant's gardens and paths.
28. The tenant shall keep every hedge that forms part of the boundary of his/her allotment properly cut and trimmed and keep in good repair any other fences, gates or sheds or greenhouses on their allotment garden.
29. The tenant shall not, without the consent of the Anlaby Allotment Association, erect any shed, greenhouse or permanent building on the allotment garden. A condition of erecting any such shed, greenhouse or permanent building is the requirement to provide guttering and rainwater storage facilities. No concrete footings or brick

buildings are to be constructed on the allotment garden.

30. Water storage containers are required to be covered where practicable to prevent accidental drowning of persons or animals.
31. If any building is not kept in a safe and good state of repair after requests from the Anlaby Allotment Association, then the Committee has the right to remove and dispose of such building.
32. A tenant must not attach hosepipes to the metered water supply or modify taps in any way.
33. A tenant shall not use carpets as a weed suppressant.
34. The tenant shall not without consent of the association create any pond or water feature.
35. Any Committee member or officer of the Anlaby Allotment Association shall be entitled at any time, when directed by the Association, to enter and inspect a tenant's allotment garden.
36. The tenant shall not use the allotment garden for any trade or business, or operate such trade or business from the site.
37. The tenancy of the allotment garden shall terminate on the yearly rent day after the death of a tenant and shall terminate whenever the tenancy or right of occupation of the Association terminates. It may also be terminated by the Anlaby Allotment Association by re-entry after one month's notice.
 - A If the rent is in arrears on the 31st December (preceding the year of rental)
 - B If the tenant is not duly observing the conditions of his/her tenancy
 - C If he/she becomes bankrupt or compounds with his/her creditors

Written notice is required if a tenant wishes to terminate a tenancy. When a tenancy is terminated, the allotment garden should be returned in good condition. A charge may be incurred and enforced by the Association where a plot has been left in a serious state of neglect.

38. Where a tenancy of a plot is given up, or otherwise terminated, the outgoing tenant must remove any tools or other personal equipment within 21 days. Thereafter any remaining equipment, including sheds and greenhouses, will become the property of the association. No other plot holder must remove any item including tools sheds or greenhouses from another vacated plot without consent of the Association.
39. Due to historic events, the size of allotment plots vary. Plots regarded as Full, Half or Part plots are decided by the Committee. This decision is final – new tenants will be advised what size the plot is deemed to be and payment advised accordingly.

