

KILLANDEAN COMMUNITY ALLOTMENT ASSOCIATION

RULES

MAINTENANCE STANDARDS

The Association aims to give tenants the freedom to cultivate their plot in such a manner as they see fit, with the proviso that it is used productively, maintained in a tidy condition and does not cause a nuisance to other tenants.

1. CULTIVATION

- a. Plots shall be used primarily for the production of vegetables, fruit, flowers and herbs.
- b. Specific cultivation standards to be agreed annually at the AGM.

2. INSPECTIONS

- a. Plots will be inspected regularly throughout the year. The timing of inspections will be at the discretion of the committee and advance warning will not be given.
- b. Additional inspections may be made of specific plots at any time if a complaint is received by the committee about the condition of a particular plot.
- c. If a plot is found to be below the required standard, an improvement notice will be issued to the tenant detailing the required improvements and giving the tenant 30 days to bring their plot up to the required standard. If a plot is still below standard after 30 days, a final 14 day improvement notice will be issued. If a plot is still below standard after the final 14 day period has elapsed, the tenancy will be deemed to be terminated.
- d. If a Tenant has been already been issued with two '30 Day Improvement Notices', and their plot is found not to meet required standard of maintenance and cultivation on a third occasion within 24 months of the date of the first '30 Day improvement Notice' being issued, they will be fast-tracked and 'Final 14 Day Improvement Notice' will be issued without the need for a '30 Day Improvement Notice' to be issued first.
- e. If a Tenant has been already been issued with two 'Final 14 Day Improvement Notices', and their plot is found not to meet required standard of maintenance and cultivation on a subsequent occasion within 24 months of the date of the first 'Final 14 Day Improvement Notice' being issued, their tenancy will be terminated.

3. COMPOSTING

- a. Tenants are encouraged to compost as much waste plant material as possible.
- b. Any waste material not being composted must be removed from the allotment site and disposed of appropriately.

4. FIRES

- a. Fires are allowed provided they are not left unattended and do not cause a nuisance to other tenants.
- b. The Committee reserves the right to ask any tenant to extinguish a fire if it is causing a nuisance to other tenants.

5. TREES

- a. Trees and shrubs must not be allowed to spread causing shading to adjoining plots and must be kept pruned to a maximum height of 2.5 metres
- b. If the branches or roots of any tree impinge upon a neighbouring plot, the affected tenant should refer the matter to the Committee.

- c. The offending tenant shall be required to rectify the situation within 30 days, failing which the Committee reserve the right to carry out such pruning as it sees fit.

6. WATERING

The communal water tank is primarily for use by tenants with quarter plots. Other tenants may use water from the communal water tank if supplies on their own plot are exhausted. Only watering cans are permitted to be used when drawing water from the communal water tank and water from the communal water tank must not be used to top up water butts.

7. SHEDS AND OTHER CONSTRUCTIONS

- a. Tenants of full and half sized plots are allowed one shed with a maximum floor area of 2m x 3m and a maximum height of 2.5m.
- b. Sheds must be located along the southwest side of the plot, within 1 metre of the plot boundary and positioned so as to minimise the shading of adjoining plots.
- c. All sheds must be wooden, with a ridged roof and the ridge of the roof must be parallel to the plot boundary.
- d. Sheds will not be allowed on $\frac{1}{4}$ plots, but subject to space availability, tenants of these plots will be allocated a lockable space within the Community Tool Hut.
- e. All sheds are to be painted dark brown or forest green and must be repainted at least every five years.
- f. KCAA has provided all tenants on full and half plots with a shed of standardised design. This shed will remain the property of KCAA but the tenant shall be responsible for the maintenance of it, as if it were his/her own property.
- g. If a tenant wishes a different design of shed (within the guidelines laid down in the planning permission), the tenant will not be entitled to any reduction in the annual rent payable for the plot.
- h. Only Tenants on full sized plots will be allowed to erect, at their own expense, a greenhouse with a maximum floor area of 4m x 3m and a maximum height of 2.5m on their plot subject to approval from the Committee of the design and quality of materials and construction.
- i. Sheds, greenhouses, cold frames or other structures on the individuals Allotment Plot must be kept in good clean and serviceable repair.
- j. Camping Gas Stoves are allowed in individual sheds for making hot drinks etc. However, they must be used responsibly.

8. PATHWAYS, HEDGES AND FENCES

- a. Tenants shall be responsible for the maintenance of all paths adjoining their plot. Grass paths should be maintained to a height of not more than 10cm
- b. Tenants on all plots from the central path shall jointly keep their section of boundary hedge bottom weed free.
- c. Tenants must not lean items against the boundary fence or hedge.
- d. Tenants must ensure clear access to the boundary hedge and fence is maintained at all times.
- e. Tenants must not erect any kind of boundary fence around their own plot or use any barbed or razor wire within or around the plot.

SAFETY AND SECURITY

All tenants are responsible for the Health and Safety of themselves and any visitors they may have on site. Tenants should ensure that they do not engage in activities that cause a hazard to themselves or others. Any hazards identified should be reported to a committee member as soon as possible.

9. SECURITY

- a. All Tenants will be supplied with 1 set of keys to the Pedestrian Gate and Community Hut.
- b. If keys are lost at any time, the individual Tenant will have to pay for replacements.
- c. A refundable deposit of £20 must be paid by the Tenant on receipt of Keys.
- d. The site gates are to be kept locked at all times.
- e. The Communal Buildings are to be managed on the basis that the person unlocking any building is responsible for locking it up before leaving the site.

10. SAFETY

All Tenants are responsible for ensuring safety and reporting safety hazards and breakages to a member of the Committee as and when they arise and if possible to action a remedy or warn other Tenants of the hazard.

11. COMMUNAL POWER TOOLS

- a. Tenants are required to complete training prior to using communal power tools.
- b. Appropriate personal protective equipment must be used at all times.
- c. It is the Tenants responsibility to ensure that tools are fuelled with the appropriate fuel at all times and Tenants will be responsible for the cost of repairing any damage caused by fuelling incorrectly.
- d. All equipment must be treated with respect, used in a responsible manner, cleaned and oiled after use, ready for the next person.
- e. Fuel must be stored responsibly, in approved containers, at all times.
- f. Tenants must store no more than 10 litres of fuel at any time in their sheds, or in the lockable compartments of the communal tool store.

12. CHEMICALS AND PESTICIDES

- a. Tenants are encouraged to practice Earth Friendly gardening, therefore keeping the use of chemicals to a minimum.
- b. If chemicals are used, they must be approved for garden use and used and stored in accordance with the manufacturer's guidelines.
- c. Tenants must ensure that chemicals do not spread or drift beyond the boundaries of their plot.
- d. Left over chemicals and their containers must be disposed of in accordance with the manufacturer's recommendations.

TENANCY

13. RENT

- a. Rent for any year will be determined at the previous year's AGM.
- b. Rents are due to be paid in full by 1st February each year and a reminder will be sent to all Tenants no less than 30 days in advance.
- c. If rent is not received by the due date a notice to pay within 14 days will be sent to the Tenant.
- d. If the Tenant does not respond to this notice within the 14 day period the tenancy will be deemed to be terminated.

14. WAITING LIST POLICY

- a. When a plot becomes vacant, existing Tenants will get priority if they wish to move from their current plot to a larger or smaller one.
- b. People on the waiting list will be offered plots on a non-discriminatory basis, with whoever is at the top of the list being offered the next available plot, provided it matches their individual preference in size.

15. MULTIPLE PLOTS AND SUB-LETTING

- a. No Tenants may have more than 1 full sized plot.
- b. Tenants are not allowed to sub-let any part of their plot.

16. DEATH OF TENANT

Tenancy will end on death of a tenant.

17. TERMINATION OF TENANCY

- a. On termination of a tenancy, the outgoing Tenant must remove, together with personal goods and equipment, any erections of whatever nature without notice and within 48 hours of the tenancy being terminated.
- b. The plot must be returned to KCAA in a good and tenantable condition at the outgoing Tenants expense. If KCAA incur expense in getting the plot into an acceptable condition for the next Tenant, they reserve the right to recover any such costs from the outgoing Tenant.
- c. All items remaining on the plot 48 hours after the tenancy has been terminated will become the property of KCAA and at the sole discretion of KCAA may be disposed of, passed on to the incoming Tenant or used as a community resource.

18. TRADE OR BUSINESS

- a. Tenants must not conduct any trade or business from the allotment site.
- b. Storage of any goods not required for the maintenance of a Tenants plot is prohibited.
- c. Tenants must not sell for profit any produce grown on their allotment plot. KCAA may hold sales of produce with all proceeds from such sales being added to the associations' funds.

19. CONDUCT

- a. All Tenants are expected to ensure that both they and any guests they may have, conduct themselves in a polite and courteous manner and do not cause any nuisance to other Tenants through being noisy, including radios, using abusive language, gestures, or generally destroying the peace and calm of the Allotment site.
- b. KCAA reserve the right to terminate the lease immediately without refund or recourse or to remove anything from the plot in the case of:-
- c. Illegal activity, abusive/unreasonable behaviour.
- d. Deliberate damage/destruction, theft of property or crops belonging to other Tenants or to KCAA.
- e. Tenants are responsible for their visitors and must ensure that they abide by the rules.
- f. Tenants must ensure their visitors do not enter other tenants plots without permission.
- g. For safety reasons children **must** be appropriately supervised at all times.
- h. Dogs are allowed but they must be kept under strict control and/or on a leash so they cannot encroach on to other tenants plots.
- i. Dog excrement must be bagged and removed and disposed of appropriately away from the allotments.

20. DISPUTES

Tenants are encouraged to resolve disagreements amicably. If a disagreement cannot be resolved they are required to apply in writing to the Committee for advice and/or assistance. After consideration, the Committee will propose a resolution which will be final and binding on all parties. Non resolution of a dispute may result in one or more of the tenants involved having their tenancy terminated with immediate effect. The tenants shall have the right to appeal at an AGM/EGM, the decision of which will be final.

GENERAL

21 GENERAL MAINTENANCE OF SITE

All Tenants are expected to assist with the maintenance of the site and Community Facilities, by participating in any work parties organised by the Committee and by carrying out their duties in turn on the rota for regular cleaning of the community hut, tool store and toilet.

22. DELIVERIES

- a. All deliveries must be moved to individual plots no later than 72 Hours after delivery.

- b. Any deliveries not removed to individual plots within 72hrs, unless otherwise agreed by the Committee, will be deemed as a community resource and the tenant who arranged the original delivery will not be entitled to any financial or other compensation.

23. LIVESTOCK

Tenants are not allowed to keep livestock at the allotment site. For the avoidance of doubt, the kennelling of dogs and the keeping of pigeons is specifically prohibited.

24. OVERNIGHT STAYS

Overnight stays at the allotment site are not allowed.

25. COMMUNICATION

Tenants wishing to raise an issue with the Committee should do so in writing by either posting a letter in the letterbox in the Community Hut, or by emailing livigyo@gmail.com. Generic communication to tenants from the Committee will be posted on the outside notice board on the side of the tool store and plot specific communication is by individual letter posted through the shed door of the relevant plot (or posted into the tool store cage in the case of quarter plots).

26. CHANGE OF DETAILS

Tenants are required to inform the Secretary of the KCAA Committee of any change of address or contact details as soon as possible.

KCAA reserve the right to enter a plot at any time if they receive a complaint that suggests a contravention of any of the Tenancy Rules and if necessary remedy the problem immediately.