

Knarborough Allotments Self Help Scheme (KASHS)

Tenancy and Cultivation Rules

At KASHS we aim to foster a sense of community among fellow gardeners. The sharing of knowledge, produce and social interaction helps to promote the continued enjoyment of our allotments.

Tenants have a duty of care to respect and protect each other, local residents and visitors to the allotment site. Every tenant is required to sign a contract to become a tenant and will not assume any rights as a tenant until the contract is signed and returned.

These rules outline what is expected of anyone who rents a plot from us and forms part of the contract. The committee has the power to terminate, without notice, the tenancy of any plot holder who is found to be in breach of any of the KASHS Tenancy and Cultivation rules. Our rules are under review and may be updated and/or replaced.

Definitions

We/us/our - the Trustees and Committee, who are responsible for the management of the allotments.

KASHS - Knarborough Allotments Self Help Scheme.

You - the Tenant(s) of a particular plot.

Plot - the part of the site, let exclusively to a tenant.

Allotment site - all the land held by us for allotment use.

Structure - building, shed, greenhouse, shelter, polytunnel, pond or other similar construction on an allotment.

Your address - your home address, which you provide us with at the beginning of your tenancy.

Family member - somebody who is related to you (by blood, marriage, civil partnership, adoption or other legal formality) or with whom you live as common-law partners.

Cultivation the process of preparing land for/and growing crops

1. Introduction

1.1 The Trustees have the power to make rules to regulate the letting of individual plots on its allotment sites.

1.2 The rules apply to all sites and plots.

1.3 If the rules are amended, a copy of the amendments will be provided to those directly affected, as soon as is reasonably practicable. A copy of the current rules is available to view on the KASHS at <https://www.kashs.co.uk> .

2. Allocation of tenancies and other allotment users

2.1 Tenants of the Scheme must be 18 years old or over and *must* reside within the 'HG5' postcode area.

2.2 All new tenancies shall be allocated by us in accordance with our waiting list procedure.

2.3 Tenants will be entitled to appoint a maximum of one secondary plot holder. Secondary plot holders will be assigned Associate Tenant status but will not be entitled to vote.

2.4 Associate Tenants can be added at any time, but if they are added after the initial tenancy commences, they will not be able to assume Associate Tenant or Tenant status, until a period of two years has elapsed.

2.5 The committee reserve the right to create or remove categories of membership.

2.6 You may allow other people to come on to the allotment site to help you cultivate your plot, but you must not assign, sublet, grant a license to occupy or part with the possession of the plot or any part of it, without the written permission of the committee.

2.7 In exceptional circumstances, for particular projects that have a community benefit, we may allow subletting of certain allotments. Such arrangements must be made with us in advance and may only go ahead if and when we give written permission.

2.8 You are responsible for the conduct and activities of anybody you allow on the allotment site. Tenants and visitors must act responsibly when on the site and not cause a nuisance to local residents or other plot holders.

2.9 Only allotment tenants, guests of allotment tenants and council operatives are allowed on the allotment sites. The general public should not be accessing the allotments unless invited.

3. Tenancy

3.1 The tenancy of your allotment runs annually from 1st October to 30th September, until it ends in accordance with Section 18.

3.2 It is not practicable for us to provide a plan identifying the precise boundaries of each allotment we let. Any dispute about boundaries may be referred to us and our decision is final.

3.3 It is the tenant's responsibility to ensure that the committee have up to date contact information, i.e. address, email, phone number. We cannot be held responsible for any communication failure, resulting from a tenant's failure to update their details with us. *

4. Rent

4.1 When your tenancy is due to begin, we will notify you of the rent for the remainder of the current year (up to 30th September). **You must make payment and sign your contract, before you can occupy your plot.**

4.2 Subsequent rents must be paid on 1st October each year.

4.3 We will write to you at least 30 days before rent is due to be paid, with details of how it can be paid.

4.4 We reserve the right to operate concessions, where appropriate, and discreet consideration will be given to tenants struggling to pay.

4.6 Rents will be reviewed on an annual basis, in September. We reserve the right to increase rent according to water costs, Knaresborough Town Council (KTC) rent increases and any extra-ordinary one-off payment that may arise and is sanctioned by the committee.

5. Use of your allotment

5.1 You must use your allotment wholly or mainly to grow fruit, vegetables and flowers, for you and your family or household.

5.2 You may not sell any produce from your plot, or the allotment site, except for the purpose of fundraising for KASHS.

5.3 You must not plant, or allow to grow, any trees other than fruit or nut trees.

5.4 Any fruit or nut tree on your plot should be kept well pruned.

5.5 You must not prune or cut any tree, other than those on your plot.

5.6 You cannot use your plot solely for growing fruit trees, i.e. creating an orchard

5.7 You must not use your allotment for any trade or business purposes, camping or overnight stays.

5.8 You must cultivate your allotment and maintain it in reasonable condition, as set out in Section 6 - Cultivation Standards, whilst respecting the rights, safety and enjoyment of other allotment users.

5.9 Tenants may construct polytunnels, cold-frames and ponds, as set out in Section 9 - Structures.

5.10 If you wish to erect a shed or greenhouse, you must first seek written permission from the committee. Failure to do so may result in you being asked to remove it.

6 Cultivation Standards

It is essential that, for the pleasure of all allotment users, all plots are maintained to a minimum standard of cultivation. This section explains why and how cultivation is managed by the KASHS Committee.

Council contract: It is a requirement of the contract between the committee and KTC that reasonable standards of cultivation are maintained; thus, it is a requirement of the KASHS contract with its Tenants.

Poorly cultivated plots may cause the council to conclude that the site is not fully occupied, which could distort their view as to the necessity of current or new allotments in the area.

Funding for improvements: If the committee are to seek council funding for site improvements, it is essential that the site is well maintained and that members are committed to having a well-run and well cultivated site; without this, funding is likely to be denied.

Waiting list: We have a very long waiting list, the length of which is directly related to the standard of cultivation expected of existing tenants, and the measures taken to enforce those standards. It is unfair to those on the waiting list if existing plots are not being used to their full potential and fall behind the minimum standards in this document.

Fairness to other tenants: Poor cultivation results in the spread of weeds and diseases to plots belonging to other tenants, who work hard to keep them well cultivated, and impacts their enjoyment.

In order to achieve this, the following *minimum* standards apply.

6.1 New tenants often take on an overgrown plot, which can take some time to get under control, so we have set some targets, which we think are reasonable.

A new tenant should have at least 25% of their plot cultivated in the first three months of their tenancy.

6.2 After three months the tenant will have their first inspection. If the plot is not 25% cultivated, enforcement action may be taken (see Section 7).

6.3 After six months we expect 50% of the plot to be cultivated.

6.4 One year and beyond, all plots will be expected to be 60% cultivated between 1st April and 1st October each year, with soil prepared and/or signs of crops or flowers being grown.

In the winter months (October to March) tidy plots, free from seeding weeds, will be considered cultivated.

6.5 Plots must produce crops annually.

6.6 Members are encouraged to promote practices to retain the health and fertility of the soil.

6.7 Weeds should be kept under control and not allowed to go to seed or encroach on other tenants' plots. Seed-heads should be removed before the seed has set.

6.8 Pernicious weeds such as couch grass, bindweed, mares tail, ground elder, brambles/blackberries and raspberries, must be kept under control and not allowed to spread to neighbouring plots.

6.9 Paths must be kept free of hazards and overgrown plants that may pose a danger to other users, particularly those who are unsteady on their feet and those in pushchairs and wheelchairs.

- 6.10 As a minimum standard, paths must allow access equivalent to the width of a wheelbarrow.
- 6.11 Grass paths must not be allowed to become overgrown.
- 6.12 Tenants must not sell or remove any mineral, soil, gravel, sand or clay from the allotment sites.
- 6.13 Waste must not be allowed to build up on the plot (see Section 11).
- 6.14 Cut grass under fruit trees will be considered cultivated land. Well managed 'wild' areas will also be classed as cultivated, if the plot holder can demonstrate that they are specifically designed to encourage wildlife, such as birds, hedgehogs and frogs, as well as beneficial insects and pollinators and natural pest and disease control.
- 6.15 Weed membrane or plastic sheets may be used for mulching. 20% of the plot may be sheet mulched in the summer and up to 100% during winter months.
- 6.16 Any plastic mulching material *must be securely pegged down and removed* when not in use.
- 6.17 Plastic material must not be laid as a permanent weed barrier, e.g. for perennials, as this results in eventual breakdown of the plastic and contamination of the soil.
- 6.18 Carpets must not be used on, or brought on to, any areas of the allotment sites.

7. Enforcement

- 7.1 Plot inspections will be carried out by members of the committee three times a year, in April, July and September.
- 7.2 If problems become apparent at any other time, or a neighbour complains, an inspection will be carried out as soon as possible.
- 7.3 Plots failing an inspection will receive a phone call, in the first instance.
- 7.4 If the improvements discussed are not made within two weeks, a written non-cultivation notice will be issued, setting out the improvements required within a specified time frame.
- 7.5 Failure to comply will lead to a final, written warning being issued.
- 7.6 If sufficient improvement, as set out in the notice, is not made, within the specified time frame, notice of termination of tenancy will be issued, effective immediately.
- 7.7 If three or more non-cultivation notices are received in any three-year period, the committee have the power to terminate the tenancy, without further notice.

If there are personal issues preventing you from complying with such a notice, please inform a member of the committee, as soon as possible; we want to help and support you. Any conversations of a sensitive nature will be treated in the strictest confidence.

8. Boundaries and access

- 8.1 You must maintain all boundaries, fences and gates on your plot, so as not to be a nuisance or danger to other users of the allotment site.

8.2 You must not obstruct paths and other means of access that are reasonably required by other tenants to get to and from their plots.

8.3 All paths should easily accommodate a wheelbarrow, pushchair or wheelchair and should be clear of any plants that may impede or make access hazardous.

8.4 Where a plot borders the site boundary hedge, a clear 1 metre gap must be maintained to allow access for hedge cutting.

8.5 Tenants must allow the committee, or anyone authorised by them in writing, to access their plot at any reasonable time for the purpose of plot inspections, carrying out necessary works or any other reasonable purpose, and not cause any nuisance or be abusive towards the committee or anyone authorised by them to carry out KASHS business.

8.6 All plots must be clearly numbered. Please inform the committee if you lose your number.

8.7 Tenants must not use any barbed wire, razor wire, or any other sharp or dangerous object, as a means of a deterrent on any of the allotment sites.

9. Structures

9.1 Before your tenancy begins, we will remove any structure that is deemed unsound.

9.2 You may use any structure remaining on your plot, but you will be responsible for maintaining it thereafter and must ensure that you are prepared to assume this responsibility, before you accept the tenancy offer or ask us to reconsider our decision not to remove it.

9.3 All structures must be *temporary*, i.e. not built of brick or concrete, including the foundations.

9.4 No structure may be placed on a hardstanding or a hardcore sub-base. Removable slabs, or sand on earth are acceptable.

9.5 No glass is to be brought onto the site.

9.6 One shed and one greenhouse are allowed on each plot, but each must not exceed 2 metres long x 1.4 metres wide x 2 metres high, without previous, written consent from committee.

9.7 If you would like to erect a poly-tunnel, you must obtain prior permission from the committee, so that we can assess any impact on neighbouring plots.

9.8 These limits apply, irrespective of the size of your plot.

9.9 When consent is obtained, the structure must only be positioned as stated in the consent letter and any such structure shall be put up and remain at the tenant's own risk.

9.10 All structures must be sited within the boundaries of the tenants' plot and without breaching any other site rules. Please have consideration for how your structure may impact the enjoyment of your neighbours' plots.

9.11 The structure must not cause significant inconvenience or obstruction to other site users, including not casting significant shade over neighbouring plots. In the event of a dispute, the committee decision will be final.

9.12 Any structure that fails to meet the above requirements will have to be altered or removed, at the plot holders' expense.

9.13 All structures must be maintained in good condition and not allowed to fall into an unstable or dangerous state. Failure to do so, may result in the tenant being asked to remove the structure, which will be at the tenant's own expense.

9.13 When your tenancy ends, you must remove the contents of your shed; it is unfair to leave your unwanted possessions to be cleared by the new tenant.

If you are unsure, please contact a committee member.

Please note - structures and their contents are not covered by the site insurance policy and neither KASHS nor the committee accepts liability for any loss or damage, however caused.

10. Water

10.1 The use of water butts on plots is strongly encouraged, for both environmental and financial reasons, however mains water is available at the Stockwell Road site.

10.2 Taps are located across the site and there is one within easy reach of most plots.

10.3 The use of hose pipes is allowed, but they must not be left unattended when switched on.

10.4 When using mains water, tenants should be aware that the water supply is on a meter, so please don't waste water.

10.5 The supply is normally turned off from October until the end of April, to avoid frost damage. The committee will use their judgement to decide exact timings.

10.6 If a tenant finds any fault with the supply, please inform a member of the committee, as soon as possible.

10.7 Under no circumstances must a tenant/visitor tamper with the water supply.

10.8 The supply of water cannot be guaranteed. In especially hot weather, when demand is high, the supply may be low or even non-existent in some areas of the site.

10.9 Unfortunately, mains water is not available at the Hawthorn Avenue site, and this is reflected in the reduced rent.

11. Waste

11.1 Excessive quantities of any building materials on plots are not allowed. However, *limited* quantities of blocks, bricks, metal or timber will be allowed, if they are used to help grow crops.

11.2 Only bring materials on site for which you have an intended use.

Please note: The site is in an open position and unsecured items get blown around in bad weather, posing a risk to allotment structures and plot holders.

11.3 You may not use your allotment to store household furniture, leisure equipment or any other household items that are not being used for cultivation. Usable garden furniture, for recreation purposes, is allowed.

11.4 If a tenant receives a waste notice, waste must be removed from the plot within two weeks of the notice. Any tenant found to have deliberately burnt non-organic waste materials, in response to a waste notice, risks immediate termination of tenancy.

11.5 Tenants must not deposit of any materials on the public footpath adjacent to the allotment site.

12. Bonfires

12.1 Please try to avoid having fires on your plot, as this can annoy our neighbours.

12.2 Under the Environmental Protection Act 1990, it is an offence to cause a nuisance; this can include nuisance created by bonfires.

12.3 We have occasional communal bonfires, and we will inform you in advance, with instructions regarding what we can burn and where it should be left. In anticipation of this, please collect suitable material and allow it to dry.

12.4 Consider having a compost heap to dispose of and recycle your organic waste.

12.5 You must never burn plastics, treated timber or any other non-organic waste. Any tenant found to have burnt waste materials, other than untreated, dry, organic matter, risks immediate termination of tenancy.

12.6 If you do have to burn organic waste, please avoid doing so on damp, still days and evenings, when smoke will hang in the air and when the wind will carry the smoke over roads or into other people's property.

12.7 Avoid burning during summer months, at weekends and on bank holidays, when people are more likely to be in their garden.

12.8 Never leave a fire unattended or leave it to smoulder – douse it with water if necessary.

12.9 Remember to check for hibernating hedgehogs, other wildlife and sleeping pets!

12.10 Please do not burn any weeds or other damp material, as this can cause a lot of smoke. Either compost weeds on your plot or take home for your green bin.

13. Other Prohibited Materials and Waste

13.1 Tyres must not be brought onto the allotment, but *existing* tyres may be kept, if they are aiding crop growing.

13.2 Never bring carpets onto the allotments; they will not rot, pose a contamination hazard to the soil and are difficult to remove. Artificial grass must not be brought on to the sites. Any artificial grass already in situ, should be removed as soon as deterioration is noticed, to prevent contamination of the soil.

13.3 Plot holders must not allow any part of their allotment plot to be used for long-term storage, or for the hoarding of materials or waste.

13.4 The committee may occasionally provide a skip for tenants' use, but they are expensive, and tenants must not rely on this for disposal of their rubbish.

Your rubbish is your responsibility; please bag it up and take it home or to the refuse and recycling centre.

14. Pesticides and Chemicals

14.1 Many plot holders are trying to grow their produce organically, and we encourage them to do so. If you need to use herbicides or insecticides, you should use the *minimum* effective amounts appropriate for the size of your plot.

14.2 Handle, use and store chemicals and pesticides with care and in accordance with the maker's instructions.

14.3 Only use in suitable weather conditions and strictly within the boundaries of your own plot. Applications must not be allowed to stray onto paths, communal areas or other plots and care must be taken to avoid the contamination of water containers, tanks and ponds.

14.4 Never pour them into unmarked containers and only store in small amounts.

14.5 Keep them safe and out of the reach of children, pets and wildlife.

14.6 You must not bring illegal pesticides or chemical agents on to the site.

15 Children, Visitors and Animals

15.1 Tenants have a duty of care to each other and to visitors to the allotment site.

15.2 For the safety of children, allotment users and wildlife, ALL users of and visitors to the site MUST adhere to the 5mph site speed limit.

15.3 As a tenant you must respect your fellow plot holders.

15.4 Children are very much encouraged to come and enjoy the allotments; however, it is important that they are accompanied by a responsible adult.

15.5 Allotment sites can present hidden dangers, therefore children aged 12 or under must always be supervised by a responsible adult, who should ensure that they do not trespass on other plots.

15.6 Tenants and visitors must act responsibly when on the site and not cause a nuisance to local residents or other tenants.

15.7 Dogs are welcome on the allotment sites but must be kept on a lead at all times. You must always clean up after your dog and not allow them to wander onto neighbouring plots.

16. Livestock

16.1 It is no longer permissible to keep any livestock on the allotment sites.

17. Criminal Activity and Safeguarding

17.1 Security cameras are positioned around the site.

17.2 Tenants should report all criminal activity on the allotments to the police and obtain a crime reference number.

17.3 Tenants must not remove or take any produce, equipment or materials from any other plot, without the express permission of the tenancy holder.

18. Termination of Tenancy

18.1 *By you* - anytime with immediate effect, by giving us written notice accordingly.

18.2 *By us* - any time after giving you one month's written notice if:

- the rent (or any of it) is unpaid 30 days after it is due
- we are reasonably satisfied there has been any other breach of these rules (provided that, if the breach relates to cultivation of your allotment, at least three months has elapsed since the beginning of your tenancy)
- you are not currently resident in our administrative area

18.2 You must return any keys to a member of the committee.

18.3 You must also clear the allotment of any possessions you wish to keep – tools, structures such as sheds and their contents, produce and plants, before the last day of your tenancy. Any such possessions remaining on the allotment at the termination of the tenancy will be deemed to have been given up by the tenant and will be disposed of as seen fit.

18.4 You *must* leave your plot in good condition, in accordance with Section 7 - Cultivation Standards.

18.5 The committee reserve the right to charge tenants for the cost of disposing of any rubbish and waste left behind.

18.6 In the event of the death of a tenant, and in the absence of a secondary plot holder, the tenancy will end the following October.

18.7 The Council reserves the right to terminate the tenancy of any of the individual plots, after consultation with the committee, by notice to quit and the right to exercise the powers of re-entry and all other powers conferred upon them by the Allotment Acts 1908 and 1950.

19) Inappropriate Behaviour and Disputes

19.1 You should not enter anyone else's plot without their permission.

19.2 You must not steal other people's produce or property.

19.3 Acting in an abusive or aggressive manner will not be tolerated and may lead to termination of the tenancy.

19.4 If you have a disagreement with a neighbour on the allotments that you cannot resolve with them, please contact a member of the committee.

19.5 If you dispute a decision made by the committee, relating to your tenancy, you are encouraged to seek to resolve this through discussion with the Chair. If this does not resolve the dispute, you have the right to approach Knaresborough Town Council, whose decision will be final and binding.