

Dalgety Bay Horticultural Society (DBHS)

Allotment Tenancy Rules (15th May 2017)

The DBHS Allotments are a community and the Rules are there to help everyone get along and to know what they can and can't do. The tenant agrees to conform to the following:

1. Allotment holders (tenants) must be members of Dalgety Bay Horticultural Society (DBHS). The **waiting list** is restricted to DBHS members who are Resident in Dalgety Bay or Hillend. This is effective from October 2011. A change of address outwith this area will result in their removal from the waiting list. Allotment holders are not affected by these changes. These rules are effective from the 7th December New members wishing to apply for a tenancy should apply using the membership form. Existing DBHS members, resident in Dalgety Bay or Hillend, should apply to the DBHS Membership Secretary in order to be placed on the waiting list.

2. The **Allotment Manager** (and DBHS Committee) is responsible for the administration of the waiting list, allocating allotments, enforcing the tenancy rules, maintaining the boundary hedges, fences, gates, perimeter trees, sheds container, DBHS equipment and the current supply of water to the site. DBHS is not liable for loss by accident, fire, theft or damage of any structures, tools, plants or contents on the allotments. Tenants are advised not to store any items of value on the allotment, and to insure and mark any items kept at the allotment. Tenants should report any incidents of theft and vandalism to the Allotment Manager or member of the DBHS Committee.

3. The **fees** for allotments will be decided at the Society AGM each year and payable annually.

4. A **tenancy** of an allotment is personal to the tenant(s) named in the signed agreement. The tenant must not assign, sublet or part with possession or control of all or any part of their allotment. Tenants must use their allotment for

their own personal use and must not carry out any business or sell produce from their allotment, unless sold for the benefit of a registered charity or DBHS. The tenant may terminate the tenancy at any time by giving notice to the Allotment Manager. If a tenant decides to stop cultivating an allotment part way through a year, they must notify as soon as possible so that the allotment may be re-let without delay.

5. When an allotment becomes vacant existing tenants will be able to exchange, providing their allotment has been kept in an acceptable manner. Thereafter the **vacant allotment** will be offered to the first person on the waiting list. If at this time that person is, for good reason, not able to work the plot, they may keep their place on the waiting list and will be offered the next available vacant plot. The new tenant and outgoing tenant may agree a fair price for any existing structure(s) and produce on the vacant plot. If no agreement can be reached, the structure(s) and/or produce must be removed from the plot or ownership passed on free of charge.

6. Allotments, where possible from the boundary fence to the wall, must be **cultivated**, free from pernicious weeds and in an acceptable condition throughout the year. Tenants are expected to maintain their plots with regard to good horticultural practice. The soil should show signs of being actively managed and cultivated with vegetables, herbs, fruit and flowers or shrubs. The whole plot, including any uncultivated areas, must be kept safe and reasonably tidy at all times.

7. Tenants whose plots are, in the opinion of the Allotment Manager (and DBHS Committee), not in a satisfactory condition and not at an acceptable level of cultivation for the time of year shall be issued with a warning by the Allotment Manager (on behalf of the DBHS Committee). The tenant will be expected to improve the quality of cultivation. Failure to remedy the situation within the timescale requested will result in the DBHS Committee terminating the tenancy. A **written warning** will be issued for the first breach of the rules and will be minuted at the following DBHS Committee meeting. If after one month no satisfactory outcome is achieved a second final written warning will be issued by the Allotment Manager (on behalf of the DBHS Committee). This final warning will be minuted at the following Committee meeting. If after one month there is still no improvement then the tenancy will be terminated with immediate effect.

8. If, due to a change in circumstances, a tenant is temporarily unable to maintain the allotment a way forward should be discussed and agreed with the Allotment Manager. The Allotment Manager (and DBHS Committee) will continue to appraise the situation. Tenants should be aware of their legal responsibility regarding the safe application and storage of **chemicals** (including weed killers, pesticides and fertilisers) and containers should be disposed of safely. Any use of weed killer on the roadway should be agreed with the Allotment Manager.

9. Rubbish, weeds and large stones must not be deposited on the roadway or shared paths. The roadway and shared paths between allotments must be kept free of obstructions. Clear vehicular access must be maintained on the roadway from the east gate to the west gate.

10. Foam-backed carpet must not be used for weed control and the tenant should remove old carpet from the allotment site before any new carpet is put down. Certain items are not allowed to be brought onto the site at any times, such as nylon carpet and asbestos.

11. Before a shed or greenhouse or other **structure** can be erected the Committee's approval must be obtained. Applications should be made to the Allotment Manager. Any **fencing** must not be permanent and must be unobtrusive. The **boundary wall** is protected and tenants should not alter the wall in any way. The boundary wall should be kept weed-free.

12. Existing **trees** may not be cut down without the permission of the Allotment Manager. Fruit trees and bushes must be planted and maintained so that they do not interfere with other allotments or neighbouring properties. All newly-introduced fruit trees must be on dwarf rooting stock.

13. All society **equipment** must be returned in good order to the DBHS shed when not in use.

14. Most green waste can be **composted**. The burning of dry allotment waste is allowed to dispose of diseased plants, some pernicious weeds and other materials unsuitable for composting. Synthetic materials and chemically-treated wood should not be burned as they may be carcinogenic. **Bonfires** must be small, never left unattended or allowed to burn overnight. Bonfires should be extinguished if a change in wind direction causes smoke to go towards adjacent houses or roads. Diseased plants and perennial weeds should be removed from the allotment site as soon as possible by the tenant if not burnt.

15. Tenants, even when not on site, have a **duty of care** to others on the allotment site or adjacent to it. Fuel or other flammable liquids must be stored safely in appropriate containers and in the small amounts relevant to small scale use. **Dogs** must be kept under control at all times. No **livestock** is to be kept on the allotments.

16. **Security padlocks** must be secured and locked to the gate or chain when not used to lock the gate, to prevent the locks from being stolen. Tenants should take reasonable steps to ascertain whether they are the last to leave the site and ensure that the shed(s) and gate(s) are locked.

17. **Water** points are provided for the use of allotment holders. The water points must be securely turned off after use. Tenants must ensure that the water points are not contaminated by pesticide, fertiliser, weed killer or any other contaminant. The Feeder water tap will be shut off during winter months. Hose pipes can be used to fill water containers but should not be used directly to water allotments

18. Finally, if in doubt, please ask the Allotment Manager.

Plot number _____

Tenant _____ (signed)

Tenant _____ (print name)

Allotment Manager _____ (signed)

