

Bidford on Avon Allotment Association (the Association)

Rules 2025

1. General.

1.1 The meanings and definitions contained in the Bidford on Avon Allotment Association Constitution are hereby incorporated into these Rules and these Rules shall be interpreted accordingly.

1.2 These Rules are made pursuant to the powers contained in the Constitution and are inter alia made for the proper control, management and operation of the Site and each Plot and managing the relationship between the Association and its Members and Members with other Members.

2. Members Obligations and Duties regarding occupation.

2.1 Members occupation of their plot is subject them complying with the terms of their tenancy, the Constitution, these Rules and any codes of conduct or other policies made from time to time (hereinafter referred to as The Rules)

2.2 Every Member must sign a tenancy agreement.

2.3 Plots are let annually from 1st October each year and payment of the licence fee for such occupation shall be due 14 days from 1st October whether demanded or not.

2.4 Upon signing a tenancy agreement for the first time in addition to the licence fee the Member shall pay a deposit of £50.00. Such deposit shall be held by the Association and may be used in meeting any costs incurred by the Association in remedying any breach of the Rules by the Member. Upon the termination of the tenancy any monies remaining shall be returned to the Member unless in the opinion of the Association costs will be incurred in remedying breaches existing at the date of termination in which case the deposit will be retained.

3. Assignment /subletting/ Indemnity.

3.1 Assignment, subletting or parting of possession of the whole or any part of a Plot is not permitted. The tenancy is personal to the Member to whom it is granted.

3.2 Members by signing a tenancy agreement agree to indemnify and keep indemnified the Association and its officers from and against all costs, claims, demands, proceedings, and payments whatsoever that may be made or instituted against them or any of them in relation to the use of a Members plot by the Member or the Members visitor(s) directly or indirectly that would not have arisen but for the granting of the Tenancy to the Member.

3.3 The Association shall be entitled to recover from the Member following termination of the tenancy reimbursement of such costs as the Association reasonably incurs in respect of any

deterioration of the Plot caused by the failure of the Member to maintain the Plot as required by the Rules.

3.4 The plot is not to be considered let or treated as a market garden or agricultural holding within the meaning of the relevant legislation. The Member is a licensee.

4. Use of the Plot.

4.1 The Member shall use the Plot for the cultivation of vegetables flowers fruit and herbs for their own use and enjoyment and for no other purpose Provided that with the prior written consent of the Committee a Member may keep Bees Provided Further that any Member keeping bees must be and remain a member of The British Bee Keepers Association and comply with such conditions that the Committee in its sole discretion shall decide.

4.2 At least 75% of the Plot must be under active cultivation to the satisfaction of the Committee. In this context and for the avoidance of doubt 'Active Cultivation 'is defined as weed (both annual and perennial)cleared and under control (including Brambles), soil dug over and being kept in a healthy and fertile condition(unless the Member has notified the Committee in writing of a no dig policy and is carrying out the policy in accordance with the guidelines of the National Allotment Society) and is actively growing fruit flowers herbs and vegetables.

4.2.1 The growing of grass is not Active Cultivation for the purposes of this Rule.

4.2.2 All newly planted fruit trees must be grafted onto dwarf root stock and in any event must not be allowed to reach a height of more than 2.5 meters, and be planted on the Plot so that the tree castes no shadow on a neighbouring Plot.

4.3 No more than 15% in area of a Plot shall be laid to lawn/patio or similar.

4.4 If the Committee or an Officer duly appointed by the Committee following an inspection of the Site is of the opinion that a Plot is not being Actively Cultivated or there exist other breaches of the Rules a Notice may be served on the Member giving the Member a period of time to remedy the breach/es stated in the notice. The Member may appeal against such notice by following the procedure specified in Clause 16 hereof.

5. New Members.

5.1 The first 12 weeks of a tenancy is a probationary period during which time the Plot will be regularly inspected for progress towards Active Cultivation. Continuation of the tenancy will be subject to satisfactory progress towards such cultivation.

5.2 A new Member will normally be expected to commence working on the Plot within 14 days of signing an agreement. Weeds should be brought under control immediately. 10% of the plot should be under cultivation after one month,50% after two months and 75% after three months.

5.3 If the Committee are not satisfied that the new Member met the Associations expectations and the requirements herein at the end of the 12 weeks then a Notice terminating the tenancy will be served upon the new Member. No part of the licence fee shall be repayable in such circumstances. The new Member may appeal against the service of such notice of termination by following the procedure specified in Clause 16 hereof.

6. Paths and Fences

6.1 A Member is responsible for maintaining any path on a Plot that is used by another Member as access to another Plot in good and safe condition. Such paths must not be obstructed.

6.2 A Member shall ensure that all fences for which they are responsible are kept in a reasonable and safe state of repair.

Please refer to the Associations guidelines on Health and Safety and the Health and Safety Policy.

7. Structures, Greenhouses, Sheds and Polytunnels. (Collectively referred to below as Structure(s)).

7.1 A Member shall not construct, erect or place any Structure, without the prior agreement of the Committee. In seeking consent the Member must in writing provide the Secretary (by email see Clause 15.2) or through the Association website with details of what is requested including all materials to be used, dimensions and the proposed location thereof. Failure to obtain prior written consent will be a breach of these Rules and may lead to the removal of what has been erected at the cost of the Member.

7.2.1 A member who terminates their tenancy must forthwith remove any Structure on the Plot or negotiate with an incoming Member for the purchase thereof or otherwise any such Structure left shall assume to become that of the incoming Member.

7.2.2 No Structure on a Plot shall be used other than for the purposes associated with the cultivation of the Plot.

NB. Water catchment equipment should be attached to all new Structures where possible.

8. Environmental Matters.

8.1 Fly Tipping/Waste/ Use of Appropriate Materials

8.1.1 Members must not deposit any waste (being any substance or object which is discarded or is required to be discarded) refuse, rubbish or other items on any pathways verges untenanted Plots or any other area on the Site.

8.1.2 No Waste or refuse, rubbish or any other item not intended for the use in cultivation of the Plot must be placed or deposited on the Plot Provided this Rule shall not relate to organic vegetable matter resulting from cultivation of the Plot.

8.1.3 For the avoidance of doubt none of the following must be brought onto the Site or any Plot;
- tyres, carpet or carpet tiles, glass (save for use in greenhouses and cold frames and then must be safety glass) commercial or domestic waste, barbed or razor wire, all materials or objects brought onto the Site or Plot MUST only be for the cultivation of a Plot.

8.1.4 Any fuel brought onto the Site or Plot is not to be stored in any Structure and must only be brought onto the Site or a Plot for immediate use.

8.2 Chemicals

8.2.1 If a Member uses chemicals then they shall only use such chemicals that do not contain neonicotinoid insecticides. A Member shall only use chemicals appropriate for domestic as opposed to agricultural use and only as directed by the manufacturer.

8.2.2 Members shall use all reasonable steps to ensure that chemicals do not spread beyond the boundary of their Plot and (1) ensure no Member or a member of the public is adversely affected and (2) in so far as is practicable ensure that no wildlife (including honey bees for this purpose) are affected by such use.

8.2.3 Members must ensure that all chemicals are safely and securely stored on their Plot.

9. Water and use thereof.

9.1 The water supply to the Site is metered and therefore all Members are encouraged to store as much rainwater as they can including by using catchment facilities on all Structures on their Plots. Hosepipes may be used but only for the refilling of water containers. Members are requested to use tap water sparingly and responsibly.

9.1.1 Sprinklers and or underground watering methods are not permitted.

10. Access.

10.1 Where access to the Site is via a locked gate Members must ensure that they ascertain if they are the last person on Site in their location and cause the gate they have used to be locked on leaving.

10.2 Members are permitted to have family and friends visit them on their Plot. Members are responsible for the safety of visitors at all times when they are on the Site or Plot. Visitors should not be allowed to wander away from the Members Plot. Children must be supervised at all times and specifically must not be allowed away from the Members Plot. **Refer to the Associations Health and Safety policy and Safeguarding Policy.**

11. Dogs.

11.1 Members may bring their Dog onto a Plot but the dog must at all times be on a lead and must not be allowed to wander onto any other Plot or around the Site. The dog will remain the responsibility of the Member at all times. Any dog waste should be collected and removed from the Plot and Site.

12. Health and Safety.

12.1 All activities carry an element of risk. Allotments are no exception. All Members must take health and safety seriously. Members must be aware at all times of their actions and the potential effect of those actions on others.

12.2 All Members have a responsibility (meaning a duty of care) to themselves and to anyone on the Site and/or their Plot regardless of whether the Member has given such person permission to be there. Members must act reasonably and responsibly at all times when on your Plot and when on the Site.

13. Bonfires.

13.1 Members are allowed to have Bonfires BUT ONLY if the Bonfire Protocol (which forms part of the Rules) approved by the Association is fully complied with. Any Member responsible for a Bonfire and not complying with the Protocol may have their tenancy terminated.

14. Breach of tenancy, The Rules (as defined) and Termination.

14.1 Subject to the probationary requirements appearing in Clause 5.1 a tenancy will continue until terminated by the Committee (or by an Officer of the Committee duly authorised to so act) in any one of the following circumstances OR will terminate immediately upon the happening of the Event specified in Clauses 14.2, 14.3, 14.4, 14.5 and 14.6.

14.2 In the Event of the Member being declared bankrupt or entering into an arrangement with creditors.

14.3 In the Event of the death of the Member.

14.4 In the Event that the Member or any person being allowed or permitted by the Member is carrying out or has carried out any illegal activity.

14.5 In the Event the licence fee is in arrears for 40 days from the date it is due (being 14 days from 1st October in any year, see clause 2.3) whether demanded or not.

14.6 In the event that the Member no longer permanently resides within the Parish of Bidford on Avon. In which case the tenancy shall terminate on the 1st October next following the Member no longer residing within the Parish Provided that the Member may pursuant to Clause 3.3 of the Constitution apply to the Committee to be permitted to retain the Plot.

14.7 If a Member is in default or breach of any of the terms of their tenancy or the Rules (as defined herein) as approved by the Association or Committee from time to time PROVIDED THAT in respect of such breach as is referred to in this Clause 14.7 before a termination shall occur the Committee (or an Officer of the Committee duly authorised to so act) shall have issued a notice to the Member specifying the breaches that the Committee believe to exist and giving the Member a stated period of time to remedy the said breaches. If the Member does not appeal against such notice (as provided for in Clause 16) then a notice of termination of the tenancy may be served and the tenancy shall terminate on the expiration of the period referred to therein.

14.8 In respect of any notice served by the Committee (or by an Officer of the Committee duly authorised so to act) pursuant to Clause 5 the New Member may appeal against such notice prior to the date specified in the notice for compliance. If the New Member does not appeal against such notice by such date then a notice of termination of the tenancy may be served and the tenancy shall terminate on the expiration of the period referred to therein.

14.9 A Member may give notice of termination at any time by giving notice to the Secretary in accordance with these Rules.

14.10 The Committee (and any Officer of the Committee duly authorised) is entitled to access and inspect any Plot on The Site for the purposes of the Rules.

14.11 Within 2 months of the death of a Member a member of the immediate family (in this context spouse, partner, child, sibling, mother or father are hereby defined as immediate) of the said Member may apply to be a Member in respect of the same plot Provided that the applicant

is resident within the Parish of Bidford on Avon and Provided further that this facility shall only be exercisable once.

14.12 The application referred to in Clause 14.11 must be made to the Secretary in writing and within 2 months of the death of the Member. The Committee shall consider the application and shall inform the applicant as soon as possible of its decision. The decision of the Committee shall be final.

15. Notices.

15.1 Any Notice mentioned or referred to in the Rules ,as being required to be served by the Association or Committee(or person duly authorised) upon a Member shall only be properly served if delivered to the last known address of the Member as notified by the Member to the Association or by sending it by first class post to such address or by e mail to the e mail address given to the Association by the Member or by affixing it to a prominent location on the Plot. It shall be at the sole discretion of the Association or Committee or person duly authorised which single method of service shall be adopted under this Clause.

15.2 Any Notice required to be given to the Association or Committee by a Member shall only be properly served if such notice is in writing and signed by the Member, delivered personally to a member of the Committee or sent by recorded delivery to The Secretary, Bidford Allotment Association c/o Post Office Mid Counties Co-op Salford Road Bidford B50 4AW or emailed to the Secretary at bidfordallotments@outlook.com.

16. Appeals.

16.1 The Committee shall have the power to determine all appeals and in so doing may (but shall not be required to) invite a representative of the West Midlands National Allotment Society to attend such appeals and shall take cognisance of any views expressed by such representative in coming to a decision.

16.2 Any notice served upon a Member or New Member pursuant to the Rules relating to any default or a breach of the Rules or tenancy SAVE for any termination notice served following an appeal against such notice OR a termination notice served following a failure to appeal against a breach or default notice CAN be the subject of an appeal by the Member or New Member in accordance with the following Clauses.

16.3 Any appeal must be in writing and contain the grounds of appeal AND be served within the period of time specified in the notice the subject of the appeal AND be served in accordance with Clause 15.2 PROVIDED that in addition the Member or New Member must e mail the Secretary with the appeal at the address in Clause15.2.

16.4 In any appeal the Member or New Member having been given not less than 7 days notice of the meeting by the Committee either alone or with one other person may attend the meeting of the Committee at which the appeal will be heard. The Member and any person assisting may address the Committee for no more than 10 minutes in support of the appeal.

16.5 After hearing the appeal of the Member/New Member shall leave the Committee meeting and the Committee shall consider the appeal and the Member/New Member shall be informed of the decision of the Committee within 7 days in accordance with the process of service specified in Clause 15.1

16.6 The decision of the Committee on all matters under the Constitution and the Rules shall be final.

17. Complaints.

Please refer to Cause 18 hereof and the Associations Equality and Diversity and Safeguarding policies

17.1 Any Member may initiate a complaint to the Committee such complaints must be sent to the Secretary by e mail to bidfordallotments@outlook.com. Any complaint must provide specific details of the complaint.

17.2 If any complaint is of a personal nature (against another Member) then the Member raising the complaint must make initial contact with the Chairperson whose contact details may be obtained from the Secretary.

17.3 Any complaint made under these Rules shall be distributed to the Committee by the Secretary within 7 days of receipt and a Committee meeting shall be called no later than 15 days from the complaint being received to which the complainant and any other Member involved shall be invited. The Committee shall receive representations from the complainant and any other Member involved. Any representation shall be no longer than 10 minutes.

17.4 The Secretary will respond to the complainant and any other Member involved with the decision of the Committee within 7 days of the meeting.

17.5 The decision of the Committee shall be final.

17.6 If the complaint is against or involves a Member of the Committee then that Member shall not sit as a Member of the Committee in determining the outcome of the complaint.

18. Code of Conduct.

This Clause shall be read in concert with the Associations Equality and Diversity and Safeguarding policies

18.1 A Member shall: -

(a) Treat other Members with respect and understand all views are important even if they are not the same as their own

(b) Respect individuals' rights to manage their Plot and grow the produce they wish provided it is within the Rules.

(c) Not make indirect threats or malicious allegations or use abusive or inflammatory language or gestures, whether in person by telephone, by email or by any other forms of communication including social media, to other Members.

(d) Not harass, intimidate or abuse anybody else on the Site or on another Members Plot. Harassment includes offensive behaviour directed at a person because of their age, gender, disability, racial group, sexual orientation, religion or belief.

(e) Never make physical threats or behave in a manner, verbally or physically that is intended to intimidate or bully another Member or Committee Member or Officer of the Association.

