

membership in December each year and forward the £5 membership with a list of members.

This allows tenants to benefit from:

- Discounted quality seeds from Kings
- Initial legal advice for associations
- Quarterly magazine / ten members
(viewable online)
- Discounted allotment association insurance
- Supportive regional network
- Members discount booklet
- Gardening and allotment advice via website

Free allotmenters Liability Insurance

The benefit has been created via an insurance policy purchased from shield insurers by the NAS providing up to £50,000 liability cover to all member plot holders, who may be accused of accidentally causing injury or damage.

All fully paid up affiliated (via MRALGA) and individual members of NAS are eligible to **contract in to this benefit. All you have to do is sign the box below, We will then forward your membership to NAS.**

I /we agree to join the NAS Insurance membership benefit

| | |
|-------------------------|----------------------------|
| Tenant signature | Co Tenant signature |
| Date | |

1. The Association shall:

- 1.1 Maintain central paths and water system. The Association reserves the right to turn the water supply off when necessary. Notice will be given.
- 1.2 Provide Public Liability Insurance for £5m.

2. The Tenant shall:

- 2.1 Pay a yearly plot rent as decided at the AGM. A late payment charge of **£10** is applied for any payment received after the 40-day payment window. The tenant must inform the trustees within the 40-day window about a late payment or the plot maybe at risk of being re let.
- 2.2 Be a paid-up member of the Mile Road Allotment and Leisure Gardeners Association. Only paid-up tenant members are able to stand as trustees and have voting rights at the AGM
- 2.3 Not cause nuisance or annoyance to other plot holders or to any adjacent houses.
- 2.3b Tenants are responsible for numbering their plot clearly. This is a requirement of the association for identification of plots and to be able to accurately direct emergency services.
- 2.4 Use the plot for the growing of majority vegetables, some fruit and few flowers for use by the Tenant and his (her) family) and for no other purpose; and keep plots clean, in a good state of cultivation throughout the term of tenancy. Plots must be maintained in such a manner that they do not become unsightly or a nuisance by allowing weeds to spread to adjacent plots. **In line with the Plot Inspection Policy 75% of the land is to be cultivated for the growing of fruit flowers and vegetables.**
Not keep livestock. The Tenant must not keep any animals or livestock of any kind on the Allotment, except chickens (**not cockerels**), ducks, quails or rabbits (**a total of 20 birds**) to the extent permitted by the Allotments Act 1950 Section 12, and bees are subject to the written consent of the Association. **If keeping bees on the plot you will need to provide insurance details yearly.** The tenant will be responsible for ensuring that the chickens (**Hens not Cockerels**) are securely contained in a humane structure and cared for to the entire satisfaction of the Association and any cockerels identified are to be removed straight away. The Tenant will also be held entirely responsible for all costs associated with the control of vermin which may be due to keeping of poultry. **All tenants keeping poultry MUST adhere to government guidelines reference bird influenza and make amendments as needed.**
- 2.5 Notify the Association committee of any change of address, telephone number and e-mail and of any circumstance that may prevent cultivation of the plot. **Any amendments must be emailed to secretary@mralga.org or in writing clearly stating plot number.**
- 2.6 Not take, sell or carry away any mineral, sand, clay or earth without written consent of the Association. **Only chemicals that are for gardens and allotments can be used on site. No chemicals should be used on site, sourced from industrial premises. These chemicals can cause inability to grow for 5-10years. We have a statutory duty to protect the allotment land for growing purposes for the future. Advice is available from trustees if required.**
- 2.7 Be responsible for the removal of any structure on or before expiry of the Tenancy, unless written consent is given by the Association for the structure to remain. At the end of any tenancy the holder must clear his/her plot of any items brought on sites which are not for the benefit of the allotments. **Any chemicals left on site after end of tenancy will incur a removal fee of minimum £20.00 per unit removed. This includes feeds, pesticides, oils, fuels and any other product with a COSHH warning attached.**
As from 11/11/2017 all new/replacement fences must be no higher than four feet from the ground. Mesh, picket fences and hedging are not affected.
- 2.8 Pay the excess for each and every claim for damage to third party property under 1.2. Currently the excess is £250.
- 2.9 Not to damage/ alter, by his or her acts, any fences, gates, signs, water troughs, taps or other fixtures of the Association or use Barbed wire. To be reported to the Committee.
- 2.10 Not sublet or otherwise share the plot, or part thereof, except with the permission of the Association. Joint Tenancies permissible by request.
- 2.11 Keep paths at the right of each allotment to a minimum width of 24" and a maximum of 36", half the width being contributed by each allotment. Plots must be cultivated level with all the paths. Paths between plots must not be eliminated without the consent of the Association **Ensure there is a 2ft/24" clear walkway from the trackside to the front of the plot. For pedestrian access when**

vehicles are on the track. It is the tenants responsibility to upkeep these walkways and failure to do this will result in letters/emails being sent.

2.11 Refer any disputes between plot holders or concerns/complaints in writing to the Members Secretary of the Association and they be dealt with in line with MRALGA Complaints, comments and compliments policy. Please contact the Association Officers or membership secretary by telephone if the matter is urgent.

2.12 **Mains Water Supply**

You may not make excessive use of water, tamper with supply or connect a hosepipe. Fixtures (of any kind) must not be attached to the taps to keep them flowing and hose or piping must not be forced into the spouts.

N. B Tenants may be prosecuted by the water supplier for using the supply in breach of regulations (point of use being the tap). Please notify the committee of any leaks or concerns as soon as possible.

Rain water collection should be used in preference to the mains supply.

Tenants of full or half plots must use rain water collection systems via shed, greenhouse or polytunnel guttering. Hose pipes may be used to transfer between containers. If not fixed they should be removed after use.

If you have Blue badge/mobility disabilities please talk to us and we will support you to make Tenant specific reasonable adjustments if necessary, to enable you to water your plot. (Please show your badge to the membership secretary). If you share a plot or your family/friend support you to work your plot, they are able to support you to water your plot with a watering can/bucket alike everyone else.

Trickle irrigation systems using a timer/ frequent perforated pipe system may be used, however they must not be connected to the mains and are to place water directly onto soil or beneath without any surface run-off or dispersion of water through the air using a jet or mist.

Please note that any Ban issued by the local water authority may restrict use further. Environment Agency drought order will mean no access to mains water supply.

2.13 Bonfires on plots must not be lit and left unattended **and are required to be contained within a metal incinerator.** Any bonfires that cause nuisance with smoke shall be extinguished. The committee members reserve the right to enter any allotment to extinguish such a bonfire should it be causing a nuisance to others. Please note anyone allowing smoke to drift across a road faces a fine of up to £2000 under the highways (Amendment) Act1986. Under the Environment protection Act 1990 Statutory nuisance, it is an offence to cause nuisance through the creation of smoke Maximum penalty £5000. **Bonfires are for allotment waste only and only permitted on first weekend of each month. Changes to this will be noted on the main entrance gate.**

Please note that Bedford Borough ruling re bonfires may change the above at any time.

2.14 Bring vehicles onto the site at their own risk. Use the site at their own risk. Leave personal property on the site at their own risk. No caravans are permitted onsite at any time.

2.15 Sheds are to be used for leisure gardening and no other purpose. Please keep perimeters clear.

2.16 Ensure that all structures are kept in good order and any additional or replacement structures are approved by the Association. **Sheds, and greenhouses are required to have guttering and water collection containers to collect rainwater to aid watering your plot. If you have a polytunnel you are also required to have a structure to collect rain water.**

2.17 **Compost (a pile of plant materials that are allowed to decay to create compost) and manure heaps need to be turned over on a regular basis to deter rodents from setting up home in them. Where plots back onto residential property a clear metres distance needs to be maintained and kept clear.**

2.19 Ensure that no fly-tipping on the Allotment site. Not to deposit nor allow to deposit upon plot nor any part of the site any spoil, refuse or other materials, excepting only manure/compost/wood chip in quantities such as may be required for use in cultivation. **Any tenant found to have items not**

classed above on their plots and deemed as fly tipped items may have their tenancy immediately revoked.

- 2.18 Supervise children at all times. Keep dogs on leads and not allow them to foul any part of the Allotment site. The Tenant is responsible for the actions of their guests entering the site with his/her permission.
- 2.19 Ensure that the entrance gate is kept closed and locked after entering and leaving the site. Supervise deliveries to your plot. Deliveries to the front car park need to be pre-approved by the committee. **Continuous failure to secure the front gate to site will lead to possible revoking of tenancy. The gate is under surveillance 24/7.**
- 2.20 Allow representatives of Bedford Borough Council and the association to carry out an inspection at any time.
- 2.21 Keep to a speed limit of **5mph throughout the site.**
- 2.21.1 No trees shall be planted on the allotment site without the permission of the Committee.
- 2.22 The MRALGA has a commitment to eliminating unlawful or unfair discrimination and to achieving an environment free from harassment. This extends to the conduct of all allotment Tenants and Trustees as well as any visitors / users of the Mile Road Allotment site.
- 2.23 Harassment may be of a specifically racial, sexual or religious nature, but is generally accepted to be any unwelcome physical, verbal or non-verbal conduct. All Tenants are expected to comply with current UK legislation in respect of harassment and discrimination.
- 2.24 Complaints about harassment should be referred to the MRALGA Chair, or to another Trustee. The MRALGA will endeavour to protect Tenants against victimisation for making, or being involved in, a complaint. Wherever possible, Tenants should tell the person who is causing the problem that the conduct in question is unwanted and / or offensive and that it must stop.

3. The Allotment Garden Tenancy shall terminate:

- 3.1 Whenever the Tenancy of the Gardeners' Association shall terminate.
- 3.2 By the re-entry on to the land of the Council after 3 months' notice.
- 3.3 If the Rent is in arrears for not fewer than 40 days.
- 3.4 The Association is not duly observing and/or carrying out the terms of their Tenancy agreement with the Council.
- 3.5 Where the Association becomes bankrupt or compounds with its creditors.
- 3.6 On the death of the Tenant, the Tenancy may be requested by the next of kin or shared plot holder.
- 3.7 If it appears to the Association committee that the conditions as laid down in this agreement have not been observed.
- 3.8 The Tenancy may also be terminated by the Council, or by the Association, by the giving of twelve (12) months previous notice in writing; such notice to expire not later than March 25th (Lady Day) or not earlier than September 29th (Michaelmas) in any year. By virtue of section 1 (1) (e) Allotment Act 1922 the date of expiry of notice must not fall between Lady Day and Michaelmas.
- 3.9 In the event of the termination of the tenancy the Tenant shall return to the Association any property (keys, etc.) made available to him during the Tenancy and shall leave the plot in a clean and tidy condition. If in the opinion of the Association the plot has not been left in a satisfactory condition, any work carried out by the Association to return the plot to a satisfactory condition shall be charged to the Tenant (section 4 Allotments Act 1950).

4 Notices

Any notice given under this agreement must be in writing and to ensure safe receipt should be delivered by hand or sent by registered post or recorded delivery. A notice may be sent by fax or email if a confirmatory copy is delivered by hand or sent by registered post or recorded delivery on the same day. Any notice served on the Tenant should be delivered at or sent to his last known home

address. A notice sent by registered post or recorded delivery is to be treated as having been served on the third working day after posting whether it is received or not.