BAILDON HORTICULTURAL SOCIETY

CONDITIONS AND RULES FOR ALLOTMENT TENANTS

Definitions

In the following "the Society" means Baildon Horticultural Society (BHS), "the Committee" means the Committee of the Baildon Horticultural Society, "the Allotment Officer/s" means the officer/s appointed by the Annual General Meeting (AGM) to manage the allotments on behalf of the BHS. A “tenant” means either a sole or joint tenant. If there is a joint tenancy then a “primary tenant” is the tenant responsible for signing the tenancy agreement and the other tenant is the “secondary tenant”. “Smallholder Plots “are plots which have been designated as unfit for cultivation and can therefore be used to contain Livestock as set out in section 11 of these rules. The other plots are “Allotment Garden Plots”.

The Allotments

Baildon Horticultural Society manages two allotment sites in Baildon:

Charlestown - approximately 100 plots, of which 24 plots, numbered between 35 to 64 are designated as “Smallholder Plots” the remainder being “Allotment Garden Plots”.

Thompson Lane – approximately 50 plots, of which 3 plots, numbered 28, 27 and 22W are designated as “Smallholder Plots” the remainder being “Allotment Garden Plots”.

The Committee meets monthly and tenants can raise any issues which they have at this meeting. Alternatively, they can contact the Allotment Officer/s.

The plots will be inspected regularly (usually three times per year, although this will be weather dependent) by the Allotment Officer/s. The Allotment Officer/s share responsibility for day to day matters and where necessary will refer matters to the Committee.

The Society will maintain a waiting list for each allotment site for both Allotment Garden Plots and Smallholder Plots. Plots will be allocated on the basis of the date of registration for a plot, however, in an exceptional circumstance the Site Committee may use their discretion. An existing tenant will only be allocated a second plot (either smallholder or allotment garden plot) if there is no one on the waiting list at the time the second plot becomes available and they have completed their first year probationary period. Households will not be allowed to hold more than one allotment garden plot.

The Rules

These rules apply to both Smallholder and Allotment Garden Plots. There are additional rules for the Smallholder Plots which are included in Appendix 1.

1. Tenants must live within the Town Council boundary unless they have held their plot since 2010 and were resident outside the boundary at the end of 2020. From this date Tenants who move to an address outside the Baildon Town Council boundary must inform the Committee immediately, then at the end of the tenancy year they must relinquish their plot. New tenants will have to prove their residency within the area by the submission of a utility bill or Council Tax bill or equivalent.

2. The tenancy of an Allotment Garden Plot/Smallholding Plot will commence on 1st January and end on the 31st December each year.

3. The rent per annum for each Allotment Garden/Smallholding Plot shall be charged by size (up to 200 square yards, classed as a "Small Plot", and over 200 square yards, classed as a "Large Plot") to include Baildon Town Council rent, water meter and site maintenance charges. **Rents will be due by 31st January** each year and are subject to revision at a BHS AGM. Where the tenancy commences at a time other than 1st January, the rent due shall be calculated on a pro rata basis having regard to the number of months of the year remaining and this shall be due within 21 days of the commencement of the tenancy. The Allotment Officer/s however have authority to agree a reduced rent if the condition of the plot is particularly poor. Tenants vacating their plot part way through a year will not be entitled to a refund.

4. The Primary Tenant will be required to sign a tenancy agreement at the start of their tenancy, in which they will agree to be bound by the rules of the Society. Failure to comply with these rules may result in termination of the tenancy.

5. From 1st January 2020, all new plot holders will be required to pay a returnable deposit of £20 or £40 (respectively for a small or large plot). This deposit will be returned when the plot holder leaves the plot, if the plot is left in good order, all rubbish has been removed and any lockable buildings have been left unlocked.

6. There will be a 3 month probationary period for new plot holders (with discretion considering what time of year the plot has been taken over) during which time the tenancy may be terminated if the plot is not being maintained to the satisfaction of the Site Committee. The plots of all new tenants will be subject to an initial 6 month period of regular assessment and all Allotment Garden Plots must be 75% cultivated by the end of the first year. Smallholder plot holders must have healthy livestock in humane conditions.

7. The tenant shall **NOT** sub-let (charge others rent for the use of part or all of their plot), assign or part with any portion of the Allotment Garden/Smallholding Plot. Joint tenancies are allowed as long as all parties are Baildon residents. In the event of the Primary Tenant leaving, the Secondary Tenant may assume the responsibilities of the plot. Please inform the Allotment Officer/s, if this situation arises. Plot holders must inform the Allotment Officer/s if a joint tenancy is required. The Primary Tenant is responsible for paying the rent for the plot.

8. The Society will endeavour to provide a supply of water but cannot guarantee to maintain the supply should this be affected by circumstances which are beyond its control. Hosepipes must be attended and not used on a plot for more than 20 minutes in one day; sprinklers are not to be used.

9. All plots must be kept clean without rubbish (including timber, sheeting, newspapers and glass) and Allotment Garden Plots must be kept in a good state of cultivation and fertility. Weeds shall not be allowed to seed and spread. No tyres or carpet, which could pollute the ground, shall be used.

10. All hedges, fences (no higher than 5 feet) ditches and paths (except main paths) adjoining plots must be maintained and kept in good order by the tenant.

11. The tenant shall be permitted to keep poultry, livestock and bees on land designated as a "Smallholder Plot" subject to the additional terms and conditions contained in **Appendix 1**. Failure to abide by these rules may result in the tenancy being terminated. Where poultry and livestock are kept, fences must be maintained by the tenant and of such sufficient height to prevent stock escaping; barbed wire must not be used on fences adjoining paths. The Allotment Officer/s must approve new fences and poultry buildings.

12. The tenant must not plant or cut down trees without the consent of the Allotment Officer/s. Self–seeding saplings must be removed by the tenant at the earliest opportunity. No shrubs or plants likely to be detrimental to the allotment site shall be grown.

13. The tenant shall **NOT** erect any buildings (including sheds, greenhouses, polytunnels and other structures) or fences, walls or other means of enclosure without the written consent of the Site Committee. Buildings shall be of a size commensurate with the needs of the plot and not take light from other plots. All buildings and structures, and means of enclosure shall be maintained to ensure that they do not become a hazard. The storage or siting of caravans and vehicles on all Plots is prohibited. Trailers must not be stored on allotment garden plots but may be stored on Smallholder Plots with the written permission of the Committee. The Buildings Permissions form must be signed off in all cases. (See Appendix 2)

14. The tenant shall not cause nuisance or annoyance to other tenants or neighbours nor obstruct paths or roads. The use of noisy machinery before 9am and after 5pm is not permitted. Dogs must be kept on a leash and kept under control.

15. Fires at Thompson Lane will only be permitted between November and February and at times determined by the Allotment Officer/s to minimise inconvenience to neighbours. This rule does not apply to Charlestown but plot holders must in all cases be considerate to neighbouring housing, businesses and other tenants to avoid complaints. No materials shall be imported onto the sites for burning and only untreated wood shall be burnt. Fires must **not** be left unattended.

16. Tenants are required to give access to the Allotment Officer/s for Inspection purposes and to display their plot numbers in a prominent position.

17. The use of firearms is prohibited at both allotment sites apart from authorised users of air weapons to cull the excessive rat population.

18. A tenant has a responsibility to keep their plots safe. Only pesticides and other chemicals, which are authorised for use on allotments shall be used and this shall only be in accordance with the manufacturer's instructions. They shall not be used on a windy/breezy day. The Allotment Officer/s must be notified if it is suspected that there is asbestos on the plot and the Allotment Officer/s must be notified if hazardous fuel is used. Water butts and tanks must be covered and located on stable ground. The use of barbed wire is prohibited on allotment garden plots.

19. At the Charlestown site, the main gate **MUST** be kept locked at all times during autumn and winter (after the clocks go back) except on Sunday mornings while the shop is open. During Spring/Summer (after the clocks go forward) the gate may be left open when at least 4 vehicles are present and must be locked at all other times.

20. Abusive or threatening behaviour towards Committee Members or other plot holders will not be tolerated and will result in immediate disciplinary action (see Rule 26).

21. At Charlestown a communal midden is provided. This shall only be used for the disposal of animal manure.

22. From time to time a skip will be provided for the use of tenants. Only waste from the allotments shall be placed in this skip. Material shall not be brought onto the site for disposal purposes.

23. The allotment plots shall not be used for the carrying out of a trade or business.

24. No mineral, gravel, sand earth or clay shall be removed or brought onto plots or major works undertaken without the written permission of the Committee.

25. As per the constitution, the Committee shall be responsible for enforcing the rules of the Society. The Committee is empowered to amend existing rules or introduce new rules during the course of the year. These rules to be adhered to by plot holders along with existing rules. Rule changes to be endorsed at the next AGM.

Penalties

26. The tenancy will be terminated by the Society:
(a) If the rent is in arrears for not less than 40 days.
(b) If the tenant has not signed the tenancy agreement within 40 days from the start of the tenancy.
(c) If the tenant is using the plot for illegal purposes or is abusive and threatening towards Committee Members and plot holders.

27. The tenancy may be terminated by the Society:
(a) If an acceptable standard of cultivation is not being maintained
(b) For non- compliance with these rules
Warning letters (a maximum of two) will be issued prior to the termination of a tenancy, under this rule, except in the case of a serious breach of the rules, which may result in instant termination. (see Disciplinary Procedure)

The Allotment Officers are at Charlestown;

Charlotte Martin

And Thompson Lane;

Mike Webster

Full acceptance of these Rules is a pre-condition of a Tenancy being offered of an Allotment Garden or Smallholder Plot.

Breaches of these Rules may result in termination of tenancy.

Appendix 1

Additional Rules for Baildon Horticultural Society (BHS) Smallholder Plots

Livestock

Any plot holder wishing to keep animals should expect BHS to carry out spot checks, with or without notice, on livestock, their appropriate environment and welfare conditions.

1. New Tenants must obtain written permission from BHS and/or the Committee detailing the Livestock to be kept.
2. The tenant must not let livestock become a health risk or a nuisance.
3. The tenant may be legally required to have formal identification for some animals, similar to an “equine passport”.
4. The tenant will also need to keep up-to-date with, and be prepared to abide by, regulations concerning animal welfare and any other emergency restrictions issued by the Department of the Environment, Food and Rural Affairs (DEFRA)
5. The tenant must register with the Animal and Plant Health Agency (APHA) for poultry, bees and animals.
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Tenant livestock responsibilities

At the very minimum, the tenant will need to adhere to the following responsibilities, conditions and associated costs;

- suitable insurance in case an animal strays and causes damage or injury
- build suitable secure fences and structures to make sure the livestock cannot escape and have the correct living environment that also enhances the site. This must be agreed by the Committee.
- provide full contact details to BHS with 24 hour contact numbers in case of emergencies.
- Not overstock the plot or to cause souring or degradation to the land.

Cockerels.

BHS is aware that the keeping of Cockerels on Smallholder Plots close to residential housing could be a problem. The following conditions must, therefore, apply to those plot holders who wish to keep a Cockerel.

1. Written permission must be obtained from the Committee.
2. Only one Cockerel will be allowed per Smallholder Plot.
3. The Cockerel must be kept in a darkened shed between the hours of 8pm and 8am.
4. If any complaints are received by BHS from members of the public due to Cockerel noise, the Society will (after investigation) require that the bird be removed from the plot for the duration of the tenancy, should the complaint be upheld.
5. Any complaint referred to, and investigated by, Bradford Environmental Dept., will require the individual bird owner to answer to that complaint and not other Smallholder plot tenants and/or BHS in general. BHS will not be involved in any such complaints

Beekeeping

Beekeeping can be a rewarding pastime and help to enhance local biodiversity.
Plotholders wishing to keep bees on their allotment should obtain the permission of BHS.

1. Beekeepers must take part in accredited training before being allowed to keep bees,
2. Beekeepers must agree the number of hives allowed, and stipulate their location on your

plot.

3. Beekeepers should be prepared for the associated costs of installing hives, equipment, protective clothing, insurance and training.
4. Beekeepers must be a member of the British Beekeepers Association which covers beekeepers for both bee health and public liability insurance. Beekeepers must also be registered with BeeBase.
5. Beekeepers must take precautions to ensure that their bees do not inconvenience other plot holders.
6. Beekeepers must display signage around their Apiary warning of the presence of bees and detailing a contact number in case of swarming.

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Appendix 2

Baildon Horticultural Society
Permission to Build

To Erect a Hut/ Greenhouse/ Polytunnel on BHS Allotment Site.

Permission is hereby granted to erect a Hut/Greenhouse/Polytunnel (delete as necessary) on Plot ..... at Charlestown/ Thompson Lane.
The tenant of said plot has assured the Committee his Hut/Greenhouse/Polytunnel will comply with the Guidelines set out in Rules 11 and 13. Failure to comply with this permission will result in the Tenant being required to remove said structure at their expense.
I agree to abide by these conditions;

Signed Tenant……..

Print Name……..

Signed Allotment Officer on behalf of The Committee

……

Date……..

Agreed Maximum Dimensions; …….

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