

WEST JESMOND ALLOTMENTS ASSOCIATION RULES AND REGULATIONS

1 MEMBERSHIP

(a) ELIGIBILITY

Membership is open to any person who wishes to support the Objects of the Organisation. Three levels of membership shall be recognised: full, associate and honorary. Full members must reside within the City of Newcastle upon Tyne. There may be a waiting list for full membership.

(b) CONDITIONS OF MAIN LEASE

Every member shall observe and perform all conditions and covenants contained in the Lease under which the Association holds the land, as summarised in the Rules.

(c) PAYMENT OF RENT AND OTHER CHARGES

Before taking possession, a member shall pay one year's rent and charges in advance together with the Joining Fee. The rent and charges to be paid by each member shall be agreed at the AGM.

(d) SUB-LETTING

No member shall sub-let any part of his or her allotment to any other person whatsoever.

(e) MULTIPLE ALLOTMENTS

No member shall occupy more than the maximum area stipulated in the Constitution for one allotment.

(f) MULTIPLE MEMBERS

No more than two full members can occupy each allotment.

(g) CHANGE OF ADDRESS

Full members shall give their home address to the Membership Secretary and notify him/her of any change.

2 TENANCIES

(a) Tenancies are on a 12-month basis, ending 30 September each year and are renewable subject to the Committee's approval. The member may at any time terminate the tenancy by giving six calendar months' notice in writing, or a shorter period of notice if the Committee is satisfied with the reasons given by the member. Any member wishing to terminate their tenancy must inform the Membership Secretary as soon as possible. The Association may at any time terminate the tenancy by giving six months' notice in writing. The member shall be allowed an appeal to the Committee against such a decision.

(b) TERMINATION OF TENANCY BY ASSOCIATION

The Association shall have the right to immediately re-enter, take possession of, and re-let any member's plot where

- (i) The tenancy has not been renewed by the Association;
- (ii) The member has not paid his or her rent on or before the due date, whether legally demanded or not;
- (iii) The member has not kept the plot properly cultivated to the satisfaction of the Committee;
- (iv) The member breaches any of the Rules or infringes the Objects of the Association.

(c) TERMINATION OF MAIN LEASE

The Association may terminate the tenancy of any member's allotment without notice if at any time, without notice, it shall be required by a superior landlord to give up possession of the land, or any part thereof, of which any allotment forms a part.

(d) REMOVAL OF PROPERTY

Upon the termination of the tenancy of an Allotment, the tenant shall, if required to do so by the Committee, remove from such allotment all growing crops, fruit trees, and all other property of any kind within 14 days of such termination.

3 MAINTENANCE AND CULTIVATION

(a) GENERAL UPKEEP

Every member is expected to act in a responsible, considerate manner and be caring of the environment and the local community. Each member shall keep his or her allotment free from weeds, and particularly before seeding time mow and keep down thistles, docks and other seeding weeds. He or she must also keep it well-manured and otherwise keep it in a proper state of cultivation to the satisfaction of the Committee. At least three-quarters of the plot must be devoted to fruit and vegetables with the remainder used for flowers or permitted structures. Except for internal paths, grass is not allowed on plots, except under fruit trees up to 20% of the total plot area. Metaldehyde based slug killers are not to be used.

(b) PATHS

Paths must not be obstructed, and any manure or rubbish placed thereon must be cleared within 48 hours. Each member must keep clear and well mown the paths adjacent to the borders of his or her own plot. No plants must be allowed to overhang or obstruct any pathway. Paths between plots should be maintained at 1 metre width to allow the passage of machinery, except for the main paths in the centre of the site and along the western border which should be kept at 3 metres.

(c) TREES, SOIL, ETC

No member shall, without the written consent of the Committee, take, carry away or sell any minerals, gravel, soil, loam or clay; plant or allow to grow any trees other than fruit trees or bushes; or cut or prune any tree (except fruit trees).

(d) FRUIT TREES, BUSHES AND BRAMBLES

Only bush, espalier or cordon trees on dwarfing or semi-dwarfing rootstocks can be planted. Trees must be planted at least 2 metres from the edge of a plot, unless they are of cordon or espalier forms. Cordon or espalier trees, bushes and brambles must be planted at least 50 cms from the edge of a plot. If the plot holder allows a plant to overhang or obstruct the pathway, she or he may be required to replant it further away from the plot edge.

(e) PERMITTED STRUCTURES

The following structures are permitted:

- (i) Cold frames which are not larger than 1.5 x 3.6m and not more than 0.6m in height. They must be glazed with glass or rigid plastic (eg polycarbonate).
 - (ii) Seats which are not to exceed 1m in height in total including backrests by 2m long.
 - (iii) Toolboxes which are not higher than 1m or larger than 2 cubic metres in all.
 - (iv) Compost bins, not exceeding 1.2m in height or 1.2m by 1.8m in width and breadth and greenhouses (see below). Containers must be soundly made to bear the weight of their contents.
 - (v) Plant supports and protectors including fruit cages which must be no higher than 2m. The mesh size of any covering of a structure higher than 1.2 metres must be at least 1cm square.
 - (vi) Water containers which must be no larger than 700 litres.
 - (vii) Greenhouses which are only permitted on designated plots - see Rule 3(f)
- No other structures are allowed (eg sheds, polytunnels).

Members **must** agree plans for new structures with the Allotment Committee by first contacting the Membership Secretary before starting work. Not doing so may mean that the structure will have to be removed.

(f) GREENHOUSES

Members who wish to erect greenhouses on their plots must have the Committee's approval. Greenhouses must be located adjacent to the north-south pathways running between plots 1-15 and 16-30 (in the west block) or between 31-45 and 46-59 (in the east block). Greenhouses must conform to regulation size and materials. Max: 12' x 8' x 8'6" high, commercially produced, made of metal or wood, glazed with glass or rigid plastic (eg polycarbonate). No closer than 18" (45cms) from edge of plot. Greenhouse water containers must be dark in colour. Full details with Membership Secretary.

(g) WATER TAPS

Any member leaving a water tap running, so as to cause a waste of water, is liable, at the discretion of the Committee, to a fine of £5.00 on each and every occasion. Members may use hosepipes on their plots on payment of a fee, decided at the AGM. Hoses must be supervised at all times, not left running. Consideration must be given to other members wishing to use the same tap. Sprinklers are not allowed.

(h) SALE OF PRODUCE

The Allotment is not to be considered to be let or treated as a Market Garden within the terms of the Agricultural Acts 1908/1950. No member may use his or her allotment as a Market Garden and must not, without the consent of the Committee, sell any produce therefrom.

(i) CEMENT and CONCRETE

Wet cement and concrete cannot be used. Dry mixes are allowed, to make a base for permitted structures.

(j) FENCING, TRENCHING, DRAINAGE ETC

If the Committee shall find it necessary at any time to incur additional expenses for fencing, trenching, drainage, making roads etc., or any costs whatsoever of or in connection with the Main Lease of these Allotments, or for any other unforeseen reason, each member shall pay his or her due proportion of the amount as ascertained and allocated by the Committee, or give of his or her labour in lieu thereof as may be decided by the Committee, whose decision shall be binding on all members.

(k) MEMBERS UNABLE TO WORK

The Committee may arrange for the care of the allotment of any member who through illness or other cause is unable to work it; or may arrange to re-let the garden. A proportion of the rent paid may be refunded; also charges for any work done, all as assessed by the Committee as fair and reasonable, to be deducted from such payment.

4 EQUIPMENT

(a) Mowers, barrows and other equipment owned by the Association must be used with reasonable care and any damage must be reported at once to a member of the Committee.

(b) Mowers, barrows and other equipment must be returned to the hut or the garage immediately after use and may not be retained on a member's plot overnight. The mowers must be returned to the garage and the garage door locked shut after their return. Members must ensure they use the correct fuel for the mowers.

(c) The use of any of the Association's equipment shall be entirely at members' own risk.

5 GENERAL CARE AND CONSIDERATION

(a) FIRES

Fires may be lit at any time between 1 November and 31 March, or other dates as decided by the Committee, but only on days when smoke will not be blown to cause a nuisance to the adjoining residences or to other members working their plots. No fires may be lit between 1 April and 31 October, or other dates

as decided by the Committee. Fires must not be lit on pathways. Fires must not cause excessive smoke and no plastic or painted wood can be burnt. Fires must be left safe. N.B. Causing excessive smoke may result in prosecution by the City Council.

(b) MANURE AND RUBBISH

Manure or rubbish must not be heaped against the boundary fences, and rubbish must not be thrown into boundary hedges.

(c) VISITORS and CHILDREN

Members may admit visitors to the site but must take responsibility for them while they are on the site. Children admitted to the allotments must be in the charge of a member or other carer who must take responsibility for their correct behaviour, including the proper use of the toilet.

(d) CONSIDERATION FOR NEIGHBOURS

Members must not cause nuisance or annoyance to the neighbourhood.

(e) LIVESTOCK

No pigs, poultry, pigeons or other livestock may be kept on these allotments.

(f) DOGS

Dogs admitted only on leash, and in full control of the person leading them. Dogs must not be allowed to foul the site; any faeces must be immediately cleared up.

(g) FIXTURES

Members must not expropriate or damage fences, gates or locks, gate-posts, water containers or water-taps, Association building, etc, or any part thereof.

(h) CONSIDERATION FOR OTHER MEMBERS

No member shall encroach upon another's allotment, nor commit any nuisance, pilfering, damage or expropriation from another's plot or crops.

6 OFFENCES

(a) BREACH OF RULES

Any member who believes that another member has broken any of the Association's Rules should write to the Membership Secretary with details of the allegation. The Membership Secretary shall at the earliest convenience call a Committee Meeting to deal with it. The Committee has the fullest powers to take such action as maybe considered necessary, including expulsion from the Association.

(b) DISPUTES

Cases of dispute between two or more members shall be referred in writing to the Committee, who will decide what to do.

(c) APPEALS

Following a decision of the Committee an appeal may be granted to a Special General Meeting, only upon written application and signed by at least ten members.

(d) TRESPASS BY THE PUBLIC

The Committee and members of the Association have the right to refuse entry to the gardens to any person other than a member unless accompanied by a member or in possession of his or her gate-key or a letter of authority from such member.