

## Tenant Feedback and the Society Responses

Comment No.	Comment	Response/action
1	The TA "doesn't give a maximum height for fences. I would suggest putting in a maximum height to stop tenants from erecting large and tall fences. And also detailing that they should not shade or stop light to neighbouring tenants."	<b>Agreed</b> , a note will be added to Rule 28 that "plot fences should not overshadow neighbouring tenants." It is not proposed to define a maximum fence height in that sites have very different set-ups: many have no inter-plot fences while others specifically have high fences to deter deer.
2	"The measurement of whether an allotment is being used as a percentage of the ground cultivated is subjective unless the area cultivated and paths of each plot is actually surveyed annually and a detailed plan made of each plot so the decision can be demonstrated. For example a plot may look extremely attractive but the area of uncultivated paths may be in excess of 50% of the surface area. This also leads to the question when a survey is performed. Different crops are sown at different times of the year, squash are sown late to avoid frost and take up a large amount of ground. To protect this ground and ensure it is ready for planting it is often covered to suppress weeds. If a survey is performed when the ground covers are still in place the area of uncultivated ground will mean the plot fails the test. This is not reasonable and will mean the plot holder will receive a letter of warning. In essence the method being proposed is open to subjective interpretation and depending on the time of survey will mean a plot could be deemed as uncultivated. sheeting is also used for weed suppression all year round and is used in conjunction with a no dig methodology. The rules pertaining to the areas highlighted above need to be amended so they are thoroughly objective."	The Tenancy Agreement makes no reference to the method of carrying out inspections. There are circa 700 plots managed by the Society volunteers. To carry out an annual survey and to produce a detailed plan of each plot is simply impracticable. Inspections are carried out by allotment holders who are familiar with growing patterns and the affects of seasonal variations. Inspections are carried out typically by a team of three: the Warden, a Committee Member and the corresponding Waiting List Coordinator. Their conclusion and recommendation is endorsed by the Committee before being actioned. Inspections are carried out twice a year; in April to check whether the plot is ready for the season and in late June to confirm that the plot is worked. In the event that a Tenant receives a Termination Notice (having already had a previous Warden Conversation or Warning Letter), the Tenant can appeal to the Society and thereafter to the GBC to adjudicate. To be practicable, the process is inevitably subjective. However, as you can see, checks and balances have been included to ensure fairness.
3	"The survey should be made in August which is peak growing season which will provide a true picture of how a plot is being managed and used by the tenant. Surveying a plot in the winter or any time before August leaves the opportunity for error. If we take the example of squash above; If they are planted too soon they may be affected by frost meaning a loss of all the plants. Leaving a survey until August allows for a new set of plants to be germinated and planted out. People who have prolific mares tail or bind weed on clay soils such as Lido find it difficult to eradicate and need to utilise horticultural ground covers less the weeds get out of hand, especially if following an organic methodology."	
4	"Some areas of plots are also subject to water logging, mine in particular required a small trench for drainage for the stream and excess water rainfall running to the bottom of the slope. In this regard the drainage ditch could be viewed as uncultivated. On another issue some crops such as fruit bushes and trees require the surrounding area to be accessible and planting near the roots can damage the trees and bushes. Again this is another area open to a subjective decision that may have the effect of the plot holder losing their allotment. I am sure it is not the intention of the people managing the allotments or the Council to act in a way that could be questioned."	

Comment No.	Comment	Response/action
5	"May I also add that it does seem to be the intention and desire to make allotment sites that have high visibility and are in close proximity to parks more aesthetically pleasing. The wording Allotment Gardens seems to conjure up an idealistic image of perfect little plots that would be featured by the Royal Horticultural Society. I could see how this would enhance the parks and the image of Guildford in general. Unfortunately not everyone who has an existing plot may want to adopt this style. This style would also be subject to the issues and methodologies I have already raised and the demand on time an resource to create this image would mean full size plots would not be the best option."	There is no distinction made between sites and no intention to promote a particular style of plot. The Society simply requires plots to be worked. The term "Allotment Garden" is the term used in the Allotment Act 1922.
6	"Even a retired person, with all the inherent health issues, would find it difficult to permanently upkeep a full sized plot to such a high standard. If this is the intention to create a more aesthetically pleasing allotment gardens only half plots should be available on certain sites such as the Lido"	Tenants with full-size plots who may be struggling to maintain their plot are generally offered the chance to down-size to a half-plot. New tenants tend to be offered whatever plot is available. If this is a full plot, subject to their preference, the plot may be split.
7	"I cite the no bathtub rule which seems rather odd because bathtubs are a very effective container for growing carrots and the no angle iron rule which seems odd because it has been used for years as supports for beans and fruit. Although these are not aesthetically pleasing in the main, they can be, imagine them on the front cover of a gardening magazine. What I am getting at is these rules are too subjective. A Victorian bath of galvanised steel and painted and slightly rusted angle iron can be very artistic."	While we would agree that some containers may be aesthetically pleasing, one person's art is unfortunately another person's rubbish. We must be able to pass plots on to subsequent tenants in a state to allow them to cultivate crops and the residue of rusting bathtubs and wheelbarrows are not helpful. The removal of rubbish of all types is a very costly and time-consuming activity.
8	"We believe there should be something about the widths of paths in the new Tenancy Agreement. We were told a while ago that paths between plots should be at least 20" wide. We agree with this. However, we also think there should be a maximum width given and we propose 30".	<b>Agreed</b> , Tenancy Agreement Rule 20 amended to state that "Paths between plots (not the main roads) should be between 500mm and 750mm wide (approx 20" to 30")."
9	"Clarify that a Joint Tenant can only be included at the start of the tenancy."	<b>Agreed</b> , clarification statement to be added to the Terms and Conditions (second paragraph of WHEREAS) "Typically, a Joint Tenant can only be included at the start of the tenancy in order to prevent the subsequent circumvention of the Waiting List. A change to the Joint Tenant may be acceptable under exceptional circumstances and would be considered by the Committee on a case-by-case basis. An applicant wishing to become a Joint Tenant must apply through the waiting list process"
10	"Given the exhaustive nature of the document, why has the 50% reduction of rent for OAP's not been included on page 7?"	Existing tenants with the 50% concession will retain their concession (Rules, Clause 14), but the 50% reduction is not granted to new tenants.
11	"Part of the justification of changing [to a Co-operative society] which were given at, what I think was the last AGM, was that as the constitution stood, each tenant was personally liable for any costs of the society. Whilst one might question the legality of such a claim, I would have thought it should be made clear such liability no longer exists, or if you consider it does, at what point it ceases."	<b>Agreed</b> , statement to be added to Clause 12 of the Terms and Conditions: "All Tenants and Joint Tenants will be members of the Society and will be issued with a single shareholding. This is a one-off, non-transferable, and non-refundable payment. The liability of a member is limited to the amount of their shareholding, namely £1 per member."

Comment No.	Comment	Response/action
12	"Rule No. 8 - Can we safely assume that sparklers are allowed? If so, can this be put into the rules? We tend to have giant sparklers at our bonfire parties at Merrow Street and not to have them would be a shame."	<b>Agreed</b> , statement to be added to Rule 8: "Sparklers are acceptable."
13	"Rule No. 16 - One of the items mentioned is that plot holders must not have bathtubs on their plots. What about basins? We have one plot holder who has a basin and it's full of earth. If basins are not allowed, please put this in writing in the Agreement too, so we know where we stand."	<b>Agreed</b> , basins are similarly not acceptable. Statement to be added to Rule 16 "...such as shelving, angle iron, bathtubs, basins or similar...."
14	"Rule No. 36 - states that all standpipes and water butts beneath standpipes will be considered as a common resource to be shared with surrounding tenants. What about concrete tubs for water which are situated on various plots? Are they a common resource or do they belong to the individual plot? We have at least one plot holder with a concrete tub (inherited with the plot) which does not container water, but earth and plants. We have had different views on this and it needs clarification please."	Standpipes and their associated water butt are outside of a plot and are for common usage. Tenants are encouraged to collect water and any such plot-specific butts are the property of, and for the sole use of the tenant.
15	"Rule No. 45 - This clearly states that the allotment must be cleared of all the tenant's property. How can this be enforced please? It also states that the if the Society incurs costs in putting the Allotment into a state for re-let then the departing tenant will be liable for these costs. Again, how is this going to be implemented? It's bad enough to try and get keys back."	It is acknowledged that implementing this rule is very difficult. However, the position is gradually improving and the Society will continue to seek to recover such costs.
16	"No. 10 of the Agreement – third line down. The word 'intent' should be replaced with 'intend'."	<b>Agreed</b> , Clause 10, "intend"
17	"Rule 25 regarding ponds. End of second line and beginning of third line is a duplication of words. It should read EITHER: shall be no deeper than 50cm. OR it should read: shall be no more than 50cm deep."	<b>Agreed</b> , Rule 25, "shall be no deeper than 50cm"
18	"Out of interest I notice it mentions in that agreement "chickens" does that mean that at the new plots once we re-locate to them that chickens would be allowed there? Just a nice-to-have for me if I could have chickens in the future it would be great but totally happy if that is not allowed off course."	Chickens are permitted on plots subject to the written consent of the Society and in strict compliance with the Society Rules for keeping chickens on the allotment. The applicant will need to complete a satisfactory Compliance Statement explaining how the chickens will be maintained. <u>The ruling applies to all Society sites.</u>
19	"I have no problem with the tenancy agreement, although there may be a few things in the rules - e.g. I think we should be discouraging the use of plastic (not encouraging it) personally I hate the weed suppressant fabric..... very environmentally unfriendly."	The Tenancy Agreement refers to weed control and suppressant sheeting: <i>Rule 15: Allotments must be cropped and harvested. It is not sufficient to simply keep the Allotment clear of weeds or sheeted but leave it unplanted.</i> <i>Rule 16: The bringing on site of plastic or metal materials such as shelving, angle iron or bathtubs, as well as other timber and plastic materials not relating to crop production is prohibited.</i> <i>Rule 17: Not to use carpets or similar materials laid on the Allotment to control weeds; only plastic sheeting or proprietary weed control fabric/membrane may be used for this purpose (and for a limited period only).</i> <i>Rule 19: Weed control using mulch and removal by hand is preferred.</i> We agree that we would prefer to not to see plastic sheeting on plots but recognise that this is frequently used over winter and in instances where a tenant is temporarily unable to work their plot. We have tried to emphasise that its use can only be temporary and that the preference is for mulch or hand weeding.

Comment No.	Comment	Response/action
20	<p>"Our allotment sits on the perimeter of the Aldershot Road site, next to the old Mercedes garage site which has become overrun with brambles, bind weed and trees which now take a great deal of light and nutrients from our site. This makes rule 15, that a minimum of 75% of the site is in cultivation, difficult for us, for reasons which are beyond our control. I hope this will be taken into consideration by the committee as there are areas of our plot where it is very difficult to grow anything because of deep roots below the soil or lack of sunlight."</p>	<p>The Society is manned by volunteers all of whom have allotment plots and are familiar with the difficulties encountered with trees and adjacent developments. The Society understands that the proposed rules will take time to bed-in and that there will be many instances that will need to be considered on a case-by-case basis.</p>
21	<p>"We have an apple and a plum tree on the back perimeter of the allotment which have never been subject to restrictions in size since we took on the tenancy over 10 years ago. Section 24 states that trees will now be restricted to 6 feet. To have to cut these trees to that size would probably cause them to die which would be difficult for us given they provide good fruit and if they should die, it would not be good for the environment. Is this rule to apply to existing trees or just new trees? I was unaware of such a rule on the Aldershot road site like this before."</p>	<p>With regard to this specific location, the Mercedes garage, the area is proposed to be re-developed and it is anticipated that the trees will be removed.</p>
22	<p>"In the section 'Water and Bonfires' it would be useful to have more than one date a year for bonfires so that materials such as weed waste do not build up so much."</p>	<p>The November window for bonfires is a requirement of GBC and is outside the Society's control. The Society is in active discussion with GBC and is seeking an additional window for bonfires (probably in early Spring).</p>
23	<p>"As part of the roll-out of the new 2022 tenancy agreement, will there be the opportunity for an existing Sole tenant to switch to a joint tenancy?"</p>	<p>No. See item 9 above.: Clarification statement to be added to the Terms and Conditions (second paragraph of WHEREAS) "Typically, a Joint Tenant can only be included at the start of the tenancy in order to prevent the subsequent circumvention of the Waiting List. A change to the Joint Tenant may be acceptable under exceptional circumstances and would be considered by the Committee on a case-by-case basis. An applicant wishing to become a Joint Tenant must apply through the waiting list process"</p>
24	<p>Holding terminated tenant's property for 90-days or delaying the re-letting of plots is not practicable</p>	<p><b>Agreed</b>, Amendment to Clause 10 of the Terms and Conditions. Delete last lines of paragraph: "and any so left may be stored for a period up to 90-days for collection by appointment with the Site Warden. After this time, they will be disposed of as deemed appropriate." The Society will make significant efforts to contact, and to agree with, the terminated tenant to arrange the handover of the plot. To this end, the terminated tenant is encouraged to liaise with the Warden to remove their property in a timely manner and to avoid any delay to the re-letting of the plot.</p>

Comment No.	Comment	Response/action
25	The draft tenancy agreement is a one sided agreement which specifies the obligations and the responsibilities of the tenants but does not specify the obligations and responsibilities of the Society.	<p>The role, objectives and rules of the Society are given in the Society's constitution which is available on the Society website; <a href="http://www.guildfordallotments.org.uk">www.guildfordallotments.org.uk</a>.</p> <p>Given that this is a cooperative, the Society is managed by and on behalf of the members. A handful of members, all volunteers, endeavour to administer the tenancies to the benefit of all members. The rules within the Tenancy Agreement are intended to protect members from unreasonable behaviour and to ensure that the plots are worked.</p>
26	I would like to see some clauses added to specify the responsibilities of the Society, such as, ensuring the continuous supply of water, maintaining the perimeter fences and hedges to ensure the safety of the tenants and their produce, to ensure that the paths within the allotment is maintained and mowed and trimmed regularly.	<ul style="list-style-type: none"> <li>- Water supply: The Society endeavours to ensure that the appropriate utilities remain available to tenants, noting however that the water supply is turned off through the winter months to avoid frozen pipes.</li> <li>- Perimeter fences: The perimeter fences are the responsibility of GBC.</li> <li>- Mowed/trimmed paths: Rule 20 states "<i>To keep all paths on or adjoining the Allotment clean and free from weeds and accumulation of rubbish, and to keep them mown if the paths are grass.</i>" Sites are maintained by the tenants, there is no one else.</li> </ul>
27	Clause 18 of the rules the second sentence states that "No produce from the Allotment may be sold for profit." Then the third sentence should read "Selling produce FOR PROFIT will result in immediate termination of the tenancy". By implication produce may be sold at cost or at a loss as long as there is no profit.	<p><b>Agreed</b>, Rule 18, first two sentences will be amended:</p> <p>"To use the Allotment for the production of herbs, fruit, vegetables, and flowers primarily for the consumption of the Tenant and his/her family and for no other purpose. No produce from the Allotment may be sold."</p>
28	Item 4 regarding harassment and verbal abuse of other tenants: Are the Wardens classed as tenants for these purposes? If not, is there a code of conduct for Wardens to ensure everybody treats each other with respect and politeness?	Wardens, Society Officers and Duly Authorised Persons (typically the WaitList team) are also tenants for which the Rule 4 regarding harassment and abuse applies.
29	Item 5 banning minerals from being brought on - I'm not really sure what this rule is aimed at preventing, but as it is written it could be interpreted as precluding the use of soil amendments, such as lime or sea minerals, or from disallowing the use of bagged topsoil to fill raised beds. Is this what was intended?	<p><b>Agreed</b>, Rule 5, The rule is designed to prevent abuse, either excavation for, say sand, or the dumping of material. It is not intended to restrict the use of additives used for soil improvement. Proposal to add: "This does not preclude the use of soil improvement additives such as lime or sea minerals, or from disallowing the use of bagged topsoil to fill raised beds."</p>

Comment No.	Comment	Response/action
30	<p>"I think this is a great opportunity to include a more detailed clause about Climate Change and Guidance on Environmentally Friendly Practices on The Allotments. A commitment from GAS as well as positive encouragement for tenants to adopt more environmentally friendly practices. The reduction of plastic, parabens, the usage of high emission paints and foliar Glyphosate-based herbicide, past acceptable practices of using petrochemical products to clean garden tools. Most are mentioned in the draft, but I feel it could be made clearer. A clear commitment to Reduce, Reuse, Recycle and Repurpose material, which I know from personal experience many plot holders practice and encourage, from which I have personally benefitted. Guildford in Bloom encourages eco initiatives, so could this be included in the tenancy agreement? GBC surely has some climate damage reduction strategy, which could be references too. Many flood defence strategies are being government funded in the South East to reduce the impact. I am obviously not asking for flood defences, but I feel strongly that small changes we can adopt in our daily practices makes an overall accumulative contribution, which is something I personally pledge to do. Previous years and this year we have seen unprecedented amounts of rainfall, and extreme temperature variations. The switch from drain to sponge practices to avoid soil erosion and flooding, by gradually discouraging the usage of plastic weed suppressants would help. There are natural weed suppressants, which we have readily available such as newspaper and cardboard, that compost naturally, and it also helps water retention in the soil, reducing water consumption costs. Ground cover planting to retain water, and deter weeds is an easy solution, as is companion planting.</p>	<p>The draft Tenancy Agreement has a number of environmentally focussed rules:</p> <ul style="list-style-type: none"> <li>- Promoting cultivation, Rule 15</li> <li>- non-use of deleterious materials, Rules 16 and 17</li> <li>- promotion of UK-approved herbicides and pesticides explicitly referring to the use of Glyphosate, Rule 19</li> <li>- Optimising the use of water, Rule 36</li> <li>- explicitly encouraging water conservation, Rule 38</li> </ul> <p>In addition, the Society produces regular Newsletters that frequently contain articles encouraging good practice.</p> <p><b>Agreed</b>, to add to Rule 15, "Tenants are encouraged to consider the environment and to apply the principle of Reduce, Reuse, Recycle and Repurpose materials."</p>
31	<p>If eco practices are to be encouraged, I think water butts should be included in the cultivation area percentage.</p>	<p>Rule 15 identifies water butts as part of the cultivated area: "<i>The cultivated area is defined as the area that is cultivated for crop or flower production. Compost bins, greenhouses, polytunnels, water butts and fruit cages are also included within the cultivated area.</i>"</p> <p>The rules for sheds includes:</p> <p><i>"It must have rainwater guttering affixed to it that drains into a rainwater storage tank for use on your plot."</i></p>
32	<p>Could Clause 8.3, relating to the consequences of "repeated breach of Rules of Allotment Gardens" be clarified.</p>	<p>The Tenancy Agreement identifies some very specific rules for which non-compliance will lead directly to termination, such as verbal abuse, non-cultivation etc.. There are also many rules that are of a lesser significance that, while not directly leading to termination, the Society would wish to enforce. These "lesser" rules are likely to be promoted through Warden conversations and, if necessary, Society letters. Clause 8.3 is intended to provide for the situation where a tenant repeatedly breaches such rule or rules. In all such cases we anticipate that there would be a history of Warden conversations and letters prior to any termination.</p>
33	<p>Could the Tenancy Agreement refer to a formal Grievance/Dispute procedure (available as a separate document)</p>	<p><b>Agreed</b>, Clause 14 of the Terms and Conditions, add "The Society Grievance/Dispute procedure will be available on the Society website <a href="http://www.guildfordallotments.org.uk">www.guildfordallotments.org.uk</a>."</p> <p>This procedure is under development and will be posted on the website before implementation of the new Tenancy Agreement in October 2022.</p>

## TENANCY AGREEMENT

**THIS AGREEMENT** is made the 1<sup>st</sup> October 2022.

### **BETWEEN GUILDFORD ALLOTMENTS CO-OPERATIVE SOCIETY LIMITED**

(hereinafter called "the Society") acting by the Chairman for the time being of the Society of the one part of c/o P O Box 1081 Guildford Surrey GU1 9HU and

<i>Tenant 1</i>	<i>and</i>	<i>Tenant 2</i>
<i>Address line 1</i>		<i>Address line 1</i>
<i>Address Line 2</i>		<i>Address Line 2</i>
<i>Address Line 3</i>		<i>Address Line 3</i>
<i>Address line 4</i>		<i>Address line 4</i>

hereinafter called "the Tenant" or "Tenants") of the other part.

### **WHEREAS**

- (1) By an Agreement and Lease dated 10<sup>th</sup> November 2020 (hereinafter called "Agreement and Lease") made between the Society and Guildford Borough Council (hereinafter called "The Council"), the Society leases and manages certain Allotments within the Borough of Guildford (hereinafter called the "Allotment Areas") and is authorised to enter into individual Tenancy Agreements with Tenants.
- (2) Typically, a Joint Tenant can only be included at the start of the tenancy in order to prevent the subsequent circumvention of the Waiting List. A change to the Joint Tenant may be acceptable under exceptional circumstances and would be considered by the Committee on a case-by-case basis. An applicant wishing to become a Joint Tenant must apply through the waiting list process.

### **NOW IT IS HEREBY AGREED AS FOLLOWS:**

1. The Allotment Garden shall be held on a yearly tenancy. The Society agrees to let, and the Tenant(s) agrees(agree) to take on a tenancy from the 01/10/2022 the Allotment Garden numbered \_\_\_\_ of \_\_\_\_ rods or thereabouts at (site) (hereinafter called "the Allotment").
2. The Tenant(s) shall pay annual Rent in advance on or before 30<sup>th</sup> September each year. The Society shall advise the Tenant(s) in writing of any alteration in rent at least 90 days before the annual rent is due.
3. The Tenant(s) shall pay upon demand for any part thereof for the first year which must be paid within 15 days of invoice.
4. The Tenant(s) shall pay such other Charges as the Society may determine annually, on or before 30<sup>th</sup> September each year. The Society shall advise the Tenant(s) in writing of any alteration in such Charges at least 90 days in advance of such charges falling due.
5. The Tenant(s) shall abide at all times by the Rules of Allotment Gardens of the Society as amended from time to time, attached hereto as Appendix I. The Society shall give the Tenant at least 30 days' notice in writing of any changes to the Rules of Allotment Gardens.
6. The Tenant(s) shall not assign or sub-let any part of the Allotment.
7. The Tenant(s) may terminate this tenancy at any time provided they have given 30 days written notice to the Secretary of the Society.
8. The Society may terminate this tenancy immediately and without notice in the following circumstances:
  - 8.1 non-payment of Rent or other Charges within 40-days of when they fall due; or
  - 8.2 breach of Rules of Allotment Gardens that has not been remedied within 30 days of written notice to do so, or
  - 8.3 repeated breach of Rules of Allotment Gardens, or
  - 8.4 selling for profit any produce grown on the allotment, or
  - 8.5 the Tenant(s) becomes bankrupt or enters into an insolvent arrangement with his/her creditors, or
  - 8.6 the Tenant offers verbal abuse or violence to any of the Society's Officers, Duly Authorised Persons or other Tenants, or
  - 8.7 the Tenant is found fly tipping/disposing of rubbish on the Allotment or Allotment Areas, or
  - 8.8 death of the Main Tenant (in the absence of a Joint Tenant).

9. This Tenancy may also be terminated (a) by the Society giving to the Tenant(s) 12 months' notice in writing expiring on or before 6th April or on or after 29th September in any year or (b) upon 3 months' notice in writing by the Society if the Council has served notice upon the Society under the Agreement and Lease on account that the Allotment Areas is required in accordance with the statutory entitlement of the Council.
10. In the event of termination of tenancy, as given in Clauses 7 and 8 above, it is the Tenant's(s') responsibility to arrange to remove any tools and personal possessions from the site without delay and to leave it in a clean and tidy condition. The Tenant shall immediately advise the Society what they intend to do with any remaining buildings (such as sheds and greenhouses). The notice of termination will act as the formal notification to the Tenant that the goods are available for collection. Neither the Society nor its Officers can accept responsibility for any tools or possessions left on the site at the termination.
11. Under the terms of the Agreement and Lease, this tenancy will automatically terminate on 9<sup>th</sup> November 2045 unless otherwise extended.
12. The Current Rent and Charges are set out in Appendix II. This will be amended from time to time and the Society will advise Tenants in writing at least 90 days before any demand to pay is due. **All Tenants and Joint Tenants will be members of the Society and will be issued with a single shareholding. This is a one-off, non-transferable, and non-refundable payment. The liability of a member is limited to the amount of their shareholding, namely £1 per member.**
13. Any Notices to be sent by either party shall be duly served:
  - 13.1 if sent by the Society to the Tenant by email or by post to the address of the Tenant(s) held by the Society.
  - 13.2 if sent by the Tenant(s) to the Secretary of the Society by email to [secretary@guildfordallotments.org.uk](mailto:secretary@guildfordallotments.org.uk) or by post addressed to Guildford Allotments Co-operative Society Limited, c/o P O Box 1081, Guildford, Surrey, GU1 9HU.
  - 13.3 if sent by first class post, such Notice shall be deemed to be served 2 days after the date of the letter, and if sent by email it will be deemed to be served on the date of issue.
14. If any dispute or difference arises under this Agreement which cannot be resolved between the Society and the Tenant(s), either of the parties may refer the matter to Guildford Borough Council's General Manager of Parks, requesting a meeting between the parties with the General Manager of Parks whereat both parties may make representations to the General Manager of Parks, who will then consider the matter and whose decision shall be final and binding on the parties. **The Society Grievance/Dispute procedure will be available on the Society website [www.guildfordallotments.org.uk](http://www.guildfordallotments.org.uk).**
15. The Tenant(s) shall observe and perform any special condition which the Society considers necessary to preserve the Allotment from deterioration and of which Notice is given to the Tenant in accordance with clause 13 above.
16. The Tenant(s) gives (give) consent to the Society to share their personal information with third parties when it is necessary to do so for the purposes of keeping Tenants informed of matters that concern their use of an Allotment Garden.
17. The Tenant agrees to accept joint and several liability, for the actions of any Joint Tenant and/or any visitors that the Tenant may invite onto the Allotment and Allotment Areas, for abiding by these Terms and Rules.
18. This Agreement together with the Appendices comprises the entire Agreement between the Tenant(s) and the Society. The terms of which may be amended from time to time and will be advised to the Tenant(s) in writing.

**IN WITNESS WHEREOF**

Signed by Tenant 1 \_\_\_\_\_

Print name \_\_\_\_\_

Signed by Tenant 2  
(if relevant) \_\_\_\_\_

Print Name \_\_\_\_\_

Signed by \_\_\_\_\_

Print Name \_\_\_\_\_

For and on behalf of Guildford Allotments Co-operative Society Limited

## APPENDIX I RULES OF ALLOTMENT GARDENS

### **General**

1. To inform the Society immediately of any change in the Tenant's(s') address, email address or phone number. If you do not inform the Society, this cannot be used as an excuse that Tenants have not received a communication sent by the Society. The Society will use email as the preferred method of communication.
2. Tenants have a duty of care to everyone, including visitors, trespassers and themselves. Particular care should be taken when using strimmers, rotavators, mowers and other mechanical/powered equipment both in relation to the user and any third-party. When using Society machinery or equipment, appropriate personal protective equipment (such as gloves, eye protection, boots and ear-defenders) shall be worn.
3. To permit the Society's Officers, Site Wardens or Duly Authorised Persons to enter upon and inspect the Allotment at any time. Also, to permit two Members of the Committee of Management of the Society to gain access to and to inspect any shed or building on any Allotment in the presence of the Tenant.
4. Not to cause nuisance, harassment or annoyance to the Society's Officers, Site Wardens, other Duly Authorised Persons or to the occupier of any other Allotment or occupiers of nearby property. Any use of verbal abuse, violence or threats of violence to any personnel or damage to another's property will be grounds for immediate termination of tenancy. It is not permitted to enter another Tenant's Allotment without their, or the Site Warden's, permission.
5. Not to bring onto, or carry away, any mineral, gravel, sand, earth or clay, or permit any other person to do so without the permission of the Society. **This does not preclude the use of soil improvement additives such as lime or sea minerals, or from disallowing the use of bagged topsoil to fill raised beds.**
6. The Society shall not be responsible for the loss of produce. Nor will it be responsible for the loss of any equipment or personal possessions that any Tenant may bring onto or store on the Allotment or Allotment Areas.
7. Not to erect any notice or advertisement on the Allotment or Allotment Areas without the permission of the Society.
8. Not to bring or allow to be brought onto the Allotment or the Allotment Areas any firearms, including air rifles, explosives (including fireworks) or other offensive weapons. **Sparklers are acceptable.**
9. The Tenant shall report, immediately upon becoming aware of, any incidence of theft or vandalism to the Society through their Site Warden.
10. Not to carry out any work or alteration to any part of any water, drainage, electrical or gas installations on the Allotment or Allotment Area without the written permission of the Society.
11. The Tenant shall at all times during the tenancy observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment Site. The Allotment or Allotment Areas or any structures thereon may not be used for any illegal, immoral or anti-social purpose. Tenants found to have committed an illegal or immoral act will be subject to immediate termination of their tenancy.
12. A 16-year-old cannot legally hold a contract but may become an allotment holder. In this instance, the Tenancy Agreement will be issued to, and signed by, the Parent or Guardian on behalf of the 16-year-old. When the 16-year-old becomes 18 years old, the Tenancy held by the Parent or Guardian will become null and void and a new Tenancy Agreement will be issued to the 18-year-old.
13. As from 1st October 2007, no Tenant shall be allowed to hold more than a total of 20 rods.
14. All concessions granted to Tenants under the Guildford Allotment Society (GAS) tenancy agreements, i.e. before 30th September 2019, will continue to be granted under this, GACSL, tenancy agreement.

### **Cultivation, Allotment Care and Pest Control**

15. To cultivate the Allotment, a minimum 75% in cultivation, and to keep it free from rubbish, weeds and invasive or poisonous plants and in a good state of fertility so that it is in a good condition at the end of the Tenancy. The cultivated area is defined as the area that is cultivated for crop or flower production. Compost bins, greenhouses, polytunnels, water butts and fruit cages are also included within the cultivated area. Allotments must be cropped and harvested. It is not sufficient to simply keep the Allotment clear of weeds or sheeted but leave it unplanted. Any such Allotments are considered uncultivated and in breach of tenancy. The Allotments will be inspected periodically by the Society. If any Allotment is assessed to be

*Plot No & Site*

uncultivated or have an excess of accumulated rubbish, the Tenant will be sent a warning letter and if there is no improvement within 30 days of the date of that letter, the tenancy will be terminated with immediate effect. **Tenants are encouraged to consider the environment and to apply the principle of Reduce, Reuse, Recycle and Repurpose materials.**

16. Carpet material, tyres, asbestos, and any other deleterious materials are not permitted on the Allotment or on any other part of the Allotment Area. Presence of such material will be considered as fly-tipping in contravention of this agreement. The bringing on site of plastic or metal materials such as shelving, angle iron, bathtubs, **basins or similar** as well as other timber and plastic materials not relating to crop production is prohibited.
17. Not to use carpets or similar materials laid on the Allotment to control weeds; only plastic sheeting or proprietary weed control fabric/membrane may be used for this purpose (and for a limited period only).
18. To use the Allotment for the production of herbs, fruit, vegetables, and flowers primarily for the **consumption** of the Tenant and his/her family and for no other purpose. No produce from the Allotment may be sold. Selling produce will result in immediate termination of the tenancy. Tenants must not carry out any business from the Allotment or Allotment Area and may not use their Allotment as a place of residence and/or sleep there overnight. Overnight erection of tents, yurts and other temporary structures, as well as overnight camping, is not permitted. Only materials for use on the Allotment (such as tools, beanpoles, cloches, pots and netting for seasonal use), may be stored there.
19. The Tenant shall only use UK-approved, commercially available herbicides, pesticides, fungicides, weedkillers and chemical fertilizers on the Allotment and shall not use weedkiller or herbicide on any path adjoining the Allotment. The Control of Pesticides (Amendment) Regulations 1997 places responsibility on anyone who uses pesticides to ensure all reasonable precautions to protect the health of humans, creatures and plants, safeguard the environment, and avoid the pollution of water. The Society recommends that Tenants cultivate their Allotment Garden with regard for wildlife. Weed control using mulch and removal by hand is preferred. The use of a foliar Glyphosate-based herbicide such as Round-Up should be restricted to one-off use in cases of severe infestation by deep-rooted perennial weeds such as bindweed, marestail and couch grass. It should only be used on a non-windy day to avoid drift onto neighbouring Allotments. Thereafter, weeds should be removed by hand, or by deep digging. Tenants have a duty of care to store, use and dispose of any pesticides, fertilisers, weed killers and fungicides properly and in accordance with the manufacturer's instructions. All such materials must be locked away securely and out of the reach of children.
20. To keep all paths on or adjoining the Allotment clean and free from weeds and accumulation of rubbish, and to keep them mown if the paths are grass. **Paths between plots (not the main roads) should be between 500mm and 750mm wide (approx. 20" to 30").** Not to deposit weeds or rubbish on any other part of the Allotment Area. Tenants must mark their Allotment number such that it is legible from the adjacent main access path.
21. Pest Control. Any incidence of vermin on the Allotment Site must be reported to the Society. Poisons are not permitted. Small animal traps are permitted but must be used in such a way as to prevent accidental exposure to children or domestic animals in accordance with current legislation.
22. Children's permanent play equipment such as paddling pools, trampolines, slides, swings, climbing frames, Wendy houses and sand pits, is not permitted on plots.

#### **Trees and Ponds**

23. Not to plant trees of any description without obtaining the written consent of the Society. Permission for fruit trees may be granted provided that they satisfy the Society rules pertaining to tree type and location. It is the Society's preference that if permission is granted, such trees are grown in containers. Planting of invasive plants such as Bamboo, Japanese Knotweed, Willow, Himalayan Balsam and Giant Hogweed is not permitted. Permission is not required for the planting of fruit bushes.
24. To maintain any established trees, shrubs etc. on the Allotment such that they do not exceed 6 feet (approximately 1.8m) in height, remain within the Allotment and do not unduly shade or obstruct other Allotments or pathways. Should an established tree, shrub etc. require significant pruning, or felling, guidance shall be sought from the Site Warden or the Society. Tenants shall not cut or prune trees, shrubs etc. outside of their own Allotment.
25. Ponds on Allotments must be temporary and shall not be constructed out of concrete or any other hard landscape material. The surface area of a pond shall not exceed 1.5 square metres and shall be no deeper than 50cm. Ponds shall have a covering sufficient to prevent a child falling into the pond. The pond area will not be included as part of the cultivated area.

26. Ponds should be sited away from the perimeter of the plot and in particular at least 2m from any adjacent pathway.

#### **Fences, Access Ways and Access**

27. To protect from damage all fences and gates which are the responsibility of the Society.
28. Not to place or use barbed/razor wire for, or on, a fence adjoining any path road or access way on the land of which the Allotment forms a part. **Plot fences should not overshadow neighbouring tenants.**
29. Not to interfere with or remove any hedges, fences, walls or boundary marks. It is not permitted to attach to, or hang any materials on, any site perimeter fencing. Allotments adjacent to perimeter fences shall provide sufficient access for fence maintenance, typically a 1m clear strip.
30. Non-Tenants may be admitted onto the Allotment only if accompanied by the Tenant and/or with specific authorisation from the Society or Site Warden. Tenants are not allowed to give the site gate key or code to other people or to allow them to visit their Allotment unsupervised unless they are registered as a Co-worker/Joint Tenant. The Society reserves the right to refuse admission to any person as it deems fit. Children are welcome on the Allotment, but the Tenant is responsible for the behaviour of children and adults visiting the Allotment. In an instance where a visitor breaches site rules, the Tenant shall be held responsible. Private gatherings of 8 people or more are not permitted on the Allotment or Allotment Area with the exception of Warden-supervised gatherings on the Communal plot (where applicable). The playing of amplified music is forbidden. Site keys shall not be copied without permission from the Society.
31. To ensure all gates by which the Tenant gains access to the Allotment are closed and locked at all times. It is not acceptable to leave the gate unlocked while the Tenant works a plot. Any breach of perimeter hedges or fences must be reported to the Site Warden.
32. The Allotment Area shall only be accessed by the designated entrance(s). Tenants shall not make any other means of entrance or exit without the written approval of the Society. In the situation where historically, a direct access has been created from a Tenant's adjacent residence, the direct access must be securely sealed when the tenant gives up the tenancy. Thereafter, the direct access can only be re-opened with the written approval of the Society.
33. Where car parking or vehicle access is permitted on an Allotment Area, the Tenant must ensure that all haulage ways have free access for other users. Motor vehicles and caravans may not be parked overnight or deposited on the Allotment or Allotment Area. The site speed limit is 5mph.

#### **Buildings and Structures**

34. Not to erect any building (including sheds, greenhouses and polytunnels) on the Allotment without the prior written consent of the Society. These buildings shall be of suitable material and dimensions as specified by the Society and must be regarded as temporary. The creation of concrete pad footings for sheds or greenhouses, or concrete pads for paving, or any solid brick and cement structures is prohibited. The building shall be maintained by the Tenant(s) in good repair and condition. Any structure, or other item, considered hazardous shall be removed after instruction from the Society. Failure to do so will see the Society remove the structure or item with costs charged to the Tenant and may result in termination. Any building and possessions held on the Allotment Areas are at the Tenant(s) own risk. The plan size of a greenhouse and shed shall each not exceed 6x8 feet (approximately 1.8x2.4m) and the total area of all non-cultivated buildings (i.e. buildings that do not contain cultivation) on the Allotment shall not exceed 25% of the Allotment area. The use of glass bottles for any form of construction or raised bed is forbidden. The area taken by sheds is not considered as cultivated.
35. Not to store petrol oil or similar fuel or lubricants on the Allotment except in the tanks of machinery, or with proper precautions and only in such quantities as may be reasonably required for day-to-day use. Usage of such materials should be undertaken with caution. If hazardous materials such as asbestos are found on the Allotment or Allotment Area, please inform the Site Warden.

#### **Water and Bonfires**

36. Not at any time to use oscillators or sprinklers, nor to leave a hosepipe unattended. Hosepipes must be hand-held and have a gun attachment. The Tenant must ensure the tap used is fully turned off when watering is completed. Automatic irrigation systems connected to the mains are not permitted. Similarly, irrigation systems using permanent buried pipe, irrespective of its water supply, are not permitted. All standpipes and water butts beneath standpipes will be considered as a common resource to be shared with surrounding tenants.

37. Siting and elevation of water butts shall take due regard to the safety of others, particularly that of children. If there is any reasonable risk of a person falling into a water butt, the butt shall be fitted with a secure lid.
38. The Tenant shall practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice.
39. Not to light any bonfire anywhere on the site except during the period of 1st to 10th November. Bonfires are permitted for the burning of un-treated or un-painted wood waste only. The burning of any other materials – such as plastics, tyres, carpet, MDF, laminated wood - is strictly prohibited. Bonfires during this period must not be lit before late afternoon and must strictly adhere to the Society's insurers conditions which state:-
  - a. fires are to be in a cleared area at a distance of at least 10 metres from any property;
  - b. fires are not to be left unattended at any time;
  - c. a suitable fire extinguishing appliance to be kept available for immediate use;
  - d. fires to be extinguished at least one hour prior to the Tenant leaving the site
40. Not to burn or deposit, and to remove all non-combustible or non-compostable material e.g. plastics, from the Allotment as soon as is reasonably practicable.
41. Barbeques are permitted on the Allotment but with due consideration of potential nuisance to other Tenants or nearby residents.

#### **Animals on Allotments**

42. Not to keep on the Allotment any animals or livestock of any description except to the extent permitted by Section 12 of the Allotment Act 1950, and only then with the prior written consent of the Society and in strict compliance with the Society Rules for Keeping Chickens on the Allotment.
43. Not to take any dog or other animal onto the Allotment Areas unless it is on a lead and kept restrained at all times whilst there. The Tenant must remain with the animal and ensure that any faeces is removed and disposed of off-site. Tenants with persistently barking dogs or dogs that harass Allotment Tenants will be put on notice and shall have dogs barred from Allotment Areas. The burial of any pets or animals on any Allotment or Allotment Area is forbidden.
44. Bee keeping is only permitted on specific Allotments within the Allotment Area and is subject to the approval of the Society. Beekeepers shall comply with the Society's rules for bee keeping, in particular, to show proof of membership of the Surrey Beekeepers' Association (which includes indemnity insurance), and to maintain this membership throughout the tenancy.

#### **Termination**

45. Upon the termination of this tenancy, quietly and promptly to give up the Allotment to the Society in a suitable condition that the Allotment may be immediately re-let. The Allotment must be cleared of all the Tenant's(s') property, including, but not limited to any shed and tools, within the time given by the termination letter. In the event the Society incurs costs in putting the Allotment into a state fit to re-let then the departing Tenant(s) will be liable for these costs.
46. In the event that the tenancy is terminated for non-cultivation, the Tenant will not be permitted to apply for another Allotment within three years of the termination. If the tenancy is terminated for any other reason, the Tenant will be banned from taking a GACSL Allotment at any time.

#### **APPENDIX II**

#### **RENT AND CHARGES FROM 1<sup>ST</sup> OCTOBER 2020**

as amended from time to time in accordance with Clause 12 of this Agreement

Ground Rent: £3.40 per rod per annum

Charges: Water £2.50 per rod per annum  
 Administration, insurance and National Allotment Society Subscription; £5.00 per Tenant and Joint Tenant per annum

£1 per Tenant and Joint Tenant for shareholding of the Cooperative Society. This is a one-off, non-transferable, and non-refundable payment.

Key deposit (varies with site), one-off, refundable on termination of the tenancy.

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