

Northfields Allotments Club

Rules, Regulations, Code of Conduct and Conditions of Tenancy Complaints and Appeals Procedure

Updated August 2023

1. The tenant agrees, when signing the tenancy agreement, to abide by these Rules, Regulations and Conditions of Tenancy as set out by the Hunstanton Northfields Allotments Club, which manages the site for the Hunstanton Town Council, which itself holds the lease for the land on which the allotment plots are situated.
2. The rent shall be the amount set out or other annual amount as the club may from time to time fix, which, on payment being made, shall automatically make the tenant a member of the Hunstanton Northfields Allotments Club.
3. The tenant hereby agrees to abide by the following:
 - 3.1 To pay the rent to the Club Treasurer on or before the date agreed annually and communicated by the Club Committee. The date will usually be during the first week of April, notice of this date will be given in advance.
 - 3.1.1 All formal communications, eg. Rent notices and breaches of rules etc. from the committee will be sent either by letter or by email.
 - 3.2 No material, for whatever purpose, which could not easily and cheaply be removed by the departing tenant, should be accumulated on the plot. Specifically, no builder's waste should be used without written permission from the committee, especially on the plot's utility area. No controlled waste, including car tyres and asbestos-containing materials, may be brought to the site. In case of doubt, refer to the Committee.
 - 3.3 To obviate the need to recover costs of removing unnecessary materials, i.e. metal, glass and rubbish, the tenant shall pay a sum of money, set by the committee, known as deposit, as a surety of good husbandry of the plot during his/her tenancy. The sum shall be refunded at the conclusion of the tenancy provided that the tenancy has been carried out and the plot is left in a state of tidiness to the satisfaction of the Club Committee.
 - 3.4 The term 'Allotment Plot' includes the area between each plot and the site road. All tenants are responsible for maintaining the area in front of their plot, known as the frontage, in a tidy and weed-free condition. (Not all plots have this area) In the case of divided plots this responsibility is shared equally between the plot's tenants. Where plots have been subdivided no one tenant should have exclusive use to any area common to all subplots or at any time obstruct the access to those subplots, but should respect the rights of other tenants to the usage of common areas and of access to their subplot. These areas are not for general parking unless in an emergency.

3.4.1 To keep the allotment plot clean, tidy and free from overgrown areas and in a good state of fertility. To cultivate the majority of the plot for the purposes of growing fruit, vegetables and flowers or decorative plants on a yearly basis.

3.4.2 New members should aim to tidy and cultivate a quarter of the allotment plot within a period of three months from the date of commencement of the tenancy. The remainder of the allotment plot shall be brought under cultivation within the first twelve months of commencement and subsequently the majority of the plot to be cultivated each year.

3.4.3 Access to plots should not be restricted to members of the Committee or duly authorised agents at any time, in order to inspect the allotment plot.

3.4.4 Members should not enter plots other than their own without prior consent of the tenant.

3.4.5 Regular plots inspections will be carried out by the Committee on behalf of the Council to ensure that the site is being used appropriately and in accordance with the site tenancy which the Council holds. Prior notification will be emailed out and a notice placed on the notice board for those with no email address.

In cases of non compliance a three stage process will be initiated with the tenant.

Stage 1 Notice to improve which will outline the area(s) of non compliance. The tenant will then have four weeks to remedy or to contact the Committee in writing to explain any mitigating circumstances (eg illness)

Stage 2 If stage 1 fails to resolve the situation, then the tenant will be given a final warning and a further agreed amount of time to remedy.

Stage 3 If the issue is still unresolved then a termination notice will be issued to the member who will have two weeks to vacate the plot.

3.5 All tenants must ensure that the site security is maintained at all times and must ensure that non-members do not have access to the site unless accompanied by a member. Under no circumstances should the gate code be shared with non-members.

3.6.1 Members inviting visitors to the site are responsible for the visitors behaviour and conduct while on site and ensure they abide by the rules.

3.6.2 All visitors should be met at the gate and park their vehicles in the communal car park near the gate and then be accompanied by the plot holder. At no time should visitors be given the gate code.

3.7 Not to plant trees of any description without the written consent of the Club. This sub-clause shall not prevent the tenant from planting domestic fruit bushes or trees.

3.8 Tenants whose plots are adjacent to a boundary should maintain this part of the boundary and report any problems immediately to the committee to ensure continued security of the site.

3.9 To keep all paths adjoining the allotment plot free from weeds and accumulation of rubbish.

3.9.1 Members should refrain from depositing waste or rubbish on any other part of the site.

3.10 The tenant shall keep the plot in a reasonably tidy state free from hazards and potential dangers which would put Northfields Allotment Club in breach of the Health and Safety Executive guidelines on a "safe working environment on community gardens that are primarily controlled by the Town Council".

3.11 To observe and follow any special conditions or requests which the Clubs Committee considers necessary from time to time to preserve the allotment site from deterioration and of which notice in writing shall be given to the tenant.

3.12 On vacating a plot, to hand over the plot at the agreed time in good faith and removing all personal belongings. At which point in time the plot and anything on it becomes the responsibility of the Club Committee. The plot should be left in a tidy condition.

3.13 Not to use barbed wire for any purpose on the allotment site.

3.14.1 Not to fell or remove trees unless deemed dangerous or diseased. This sub-clause does not include fruit trees or bushes planted and cultivated by the tenant.

3.14.2 Top soil, minerals, gravel, sand or clay must not be removed from the allotment site.

3.15 Not to erect any building or structure on the allotment plot without the written consent of the Club. The tenant must maintain such buildings in good repair and condition.

3.16 Not to assign, underlet, or part with the possession of the allotment plot or any part thereof.

3.17 Dogs brought onto the allotment site, must be kept under control at all times and especially in communal areas, any fouling of these areas must be cleared by the owner. Dogs must then be kept contained on the owners plot until leaving the site and should be encouraged not to make a nuisance to other plot holders. Owners are responsible for the behaviour of their dogs at all times whilst on site and be prepared to use a lead should it become necessary.

3.17.1 No animals, birds or bees are to be kept on the site without permission.

3.18 All tenants must inform the Club Secretary of any changes to their contact details as soon as possible.

3.19 Not to erect any notices or advertisements on the site without permission of the Club Committee.

3.20 The site water taps may only be used for allotment purposes. Only hand held hoses may be used and not left unattended. Ensure all hoses are disconnected and water switched off on leaving the plot. All tenants must be respectful of other tenants waiting to use the shared taps and not dominate the use of a tap for extended periods.

3.21 Bonfires are permitted on days of the week agreed and communicated by the Committee. Bonfires must be contained in a garden incinerator or home-made brazier, i.e. not free standing unless with the consent of the committee. All bonfires should not be unattended at any time and be fully extinguished before leaving the site. Bonfires pose a significant risk - see paragraph 15.2 of the Health and Safety Guide.

3.22 Cars should be driven at or below the site speed limit at all times and be diligent of wildlife and pets, children and adult pedestrians.. When parking vehicles on site, drivers should be respectful and considerate of other people parking in the same area. Parking areas in front of plots are for the use of all subplot holders. Visitors must park in the communal car park unless displaying a blue disabled badge.

3.23 Trading for any purpose is prohibited on site. The selling of produce and plants from the site is prohibited unless for the benefit of the Club and has been agreed with the Committee beforehand.

3.24.1 Use or consumption of recreational drugs is prohibited on site.

3.24.2 Plot holders are not allowed to grow plants for the purpose of creating or supplying recreational drugs.

3.25 All members are expected to support the Club through participation work party days and community days wherever possible.

3.26 Members should be respectful of the code of conduct introduced in August 2021 and outlined below. Failure to do so will lead to the tenancy being terminated with immediate effect.

All members of the Club are expected to observe the following rules and behaviour.

Members shall:

- 1 Work towards the good of both the Society and the allotment site in general, respecting and complying with the Council's Terms and Conditions of its Tenancy Agreement.
2. Have due regard for the security and wellbeing of others in the allotments; this includes showing respect for other people's plots and possessions.
3. Conduct activities and communications without discrimination on the grounds of gender, sexual orientation, marital status, nationality, race, ethnic origin, religion, age or disability.
4. Avoid abusive and inflammatory language, whether in person, by email, or by any other form of communication, including social media.
5. Never make physical threats or behave in a manner intended to intimidate or bully another allotment holder or committee member.
6. Avoid conflict of interest, in particular when carrying out one of the committee or supporting roles for the Club
7. Always report to the Committee instances of the above or where they experience an attempt to bribe, including any fee or reward in kind.

3.27 In the unfortunate circumstance when an issue cannot be resolved amicably between two or more tenants/members of the Club. Members are asked to use the complaint procedure as outlined below:

Northfields Allotments Club Complaints Procedure:

We take all complaints seriously and aim to resolve them quickly and fairly.

1. Initially talk with a member of the Committee .
2. Put your complaint in writing , email or post to the Club Secretary on the Club email address Hunstantonallotments@gmail.com, or place a letter in the club letterbox.
 - 2.1 All complaints must be signed or digitally signed.
 - 2.2 The nature of the complaint must be clear
3. All complaints will be discussed at the next committee meeting. In the case of an emergency an extraordinary committee meeting will be held.
4. Complaints will be investigated and both the claimant and any third party will be invited to attend a meeting to meet a sub-group of members of the Committee if deemed necessary, so that both parties can make their case. Minutes of these meetings will be taken.
5. The Committee will then make a decision and inform both parties of the outcome.
6. A member can appeal any outcome by stating their case in writing within seven days. This will then be considered by a different sub group of the Committee.

Plot Termination

4. A tenancy shall continue until terminated in any of the following manners or events.
 - 4.1 If rent is not paid in full by the agreed date.
 - 4.2 If it appears to the Club that the tenant is not observing or is in breach of the Rules, Regulations or code of conduct.
 - 4.3 If the tenant solely lives outside the Hunstanton area. (When a tenant moves out of the Hunstanton area it is at the discretion of the Management Committee as to whether he/she should retain their allotment plot.)
 - 4.4 If the tenant fails the plot inspection process and has made no attempt to contact and discuss the situation with Club as set out in the inspection letter.
 - 4.5 Upon the death of the tenant.
 - 4.6 Should the land be required by either the land owner or the town council, then 12 months written notice will be given to all plot holders.

Upon the agreed date of vacating a plot the plot becomes the responsibility of the Club Committee.

Tenancy Agreement (Tenant Copy)

Signed by (The Tenant).....Date.....

Tenant
Name/s.....

Tenant Address.....
.....

Tenant email.....

Tenant Telephone
Number.....

Rent Paid for year
ending.....

Amount paid for rent.....

Amount paid for
deposit.....

Date.....

Signed (Tenant).....

Signed by Committee Officer.....

Date.....

Tenancy Agreement (Club's Copy)

Signed by (The Tenant).....Date.....

Tenant
Name/s.....

Tenant
Address.....

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Tenant email.....

Tenant Telephone Number.....

Rent Paid for year ending.....

Amount paid for rent.....

Amount paid for deposit.....

Date.....

Signed (Tenant).....

Signed Committee Officer.....

Date.....