



# TADPOLE GARDEN VILLAGE

## THE RULES FOR TADPOLE GARDEN VILLAGE COMMUNITY ALLOTMENTS

Tadpole Garden Village Community Interest Company ('the Landlord')

ALLOTMENTS ACTS 1908–1950 ('the Acts')

Allotment Plots at Tadpole Garden Village ('the Allotments')



## 1 Management

Tadpole Garden Village Community Interest Company Allotments will be administered by Preim Limited.

## 2 Mains Water

Mains water will be metered and provided to the Allotments through three valve controlled standpipes. The use of hosepipes or sprinklers will not be permitted.

## 3 Cultivation

Members must keep Allotment Plots clean, free from weeds, well cultivated and fertile, and, in the reasonable opinion of the Landlord, in good condition.

## 4 Nuisance

4.1 Members must not cause any nuisance or annoyance to the occupier of any other Allotment Plot, nor obstruct the paths set out by the Management Company on the Allotments and must keep the paths adjacent to their Allotment Plots clean and safe for others to use.

4.2 The use of any appliances likely to cause a disturbance or noise is not permitted between the hours of 6.00 pm and 8.30 am.

## 5 Legal obligations

Tenants must at all times observe and comply fully with all enactments, statutory instruments, local, parochial or other byelaws, orders or regulations affecting the Allotment Plot.

## 6 Assignment

Tenants must not sublet, assign or part with possession of the Allotment Plot or any part of it without the written consent of the Landlord.

## 7 Waste

Tenants must not cut or prune any timber or other trees (save as in accordance with clause 9 below), or take, sell or carry away any mineral, gravel, sand or clay, without the written consent of the Landlord.

## 8 Boundary features

Tenants must keep any hedge forming part of it properly cut and trimmed, keep all ditches properly cleaned, and maintain and keep in repair any fences or gates on it. They must not damage any boundary hedge or tree.



## 9 Other allotment Plots

No Tenant may take anything from another Tenants' Allotment Plot without the permission of the other Tenant and if any Tenant is proved to have taken anything without permission the Landlord will be entitled to take steps to terminate that member's tenancy.

## 10 Gates

The gates to the Allotments must be shut whenever a Tenant departs unless another Tenant is present on the Allotments.

## 11 Tools

All tools and equipment on the Allotments are left at the Tenants risk.

## 12 Buildings

Tenants must not erect any building on the Allotments without the written consent of the landlord, other than a shed as purchased in accordance with clause 13 below.

## 13 Sheds

13.1 Sheds must be kept in a good state of repair at all times and the Landlord may require a Tenant to undertake repairs to or replacement of a shed at the Tenants' expense.

13.2 Sheds cannot be used overnight.

## 14 Barbed or razor wire

Tenants must not use barbed wire or razor wire for a fence adjoining any path set out by the Landlord on the Allotments.

## 15 Refuse

Tenants must not deposit or allow other persons to deposit any refuse on the Allotments, or place any matter in the hedges, ditches or dykes situated on the Allotments, or on the adjoining land.

## 16 Children

Children must be accompanied by a responsible adult and kept under strict control at all times.

## 17 Guests

Tenants are responsible for the behaviour of their families and guests.



## 18 Dogs

Tenants must not bring any dog, or cause any dog to be brought, onto the Allotments unless the dog is held on a leash.

## 19 Livestock

No livestock of any kind whatsoever is permitted on the Allotments.

## 20 Pollution

Tenants must not contravene the Environmental Permitting (England and Wales) Regulations 2010 (SI 2010/675) or any statutory re-enactment of them.

## 21 Sprays

When using any sprays or fertilisers, Tenants must:

- 21.1 take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected, and must make good or replant as necessary should any damage occur, and
- 21.2 only use sprays or fertilisers that are acceptable to the Soils Association and then only in accordance with the manufacturer's instructions.

## 22 Bonfires

Bonfires are not permitted on any Allotment Plot under any circumstances

## 23 Vehicles

- 23.1 No vehicles, including caravans and trailers are to be stored on the Allotments without the express permission of the Landlord. Vehicles may be driven along the Allotment's access road for loading and unloading purposes only.
- 23.2 Tenants should observe a speed limit of 5 miles per hour.
- 23.3 Tenants must not drive vehicles in weather conditions which might result in damage to the access road.
- 23.4 Vehicles must be left in the designated car park except when loading or unloading.



## 24 Business

No business, trade or commercial transactions are permitted on any part of the Allotments.

## 25 Special conditions

Tenants must observe and perform any other special condition the Landlord considers necessary to preserve it from deterioration of which notice is given to applicants for the Allotment Plot in accordance with these rules.

## 26 Inspection

The Landlord or their representatives may enter and inspect any Allotment Plot at any time.

## 27 Application of the rules

29.1 These rules do not apply to any Allotment Plot the Landlord makes exempt from the rules under special circumstances (which must be recorded in their minutes).

With this exception the rules apply to any Allotment Plot, whether the tenancy under which it is held was made before or after these rules came into operation, but not so as to affect any right to compensation for an improvement made before they came into operation.

29.2 These rules may be changed or amended by the Landlord. Any changes will be confirmed at the following Annual Meeting.

## 28 Interpretation

In these rules 'the Landlord' includes the Community interest Company and any nominated representatives of the Tadpole garden Village Ltd from time to time or any allotment managers appointed by the Landlord under the Allotments Acts 1908 –1950.



(Annex form of agreement if required.)