

The Rules for Tadpole Garden Village 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 valve-controlled standpipes. The use of hosepipes or sprinklers will not be permitted.

3 Cultivation

- 3.1 Members must keep Allotment Plots clean, free from weeds, well cultivated and fertile, and, in reasonable opinion of the Landlord, in good condition.
- 3.2 Members are permitted to plan small fruit trees on their plots. No large trees that may cast shade on other plots or may become difficult to manageare permitted.

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 an allotment plot properly cut and trimmed, keep all ditches properly cleaned, and maintain and keep in repair any fences or gates on the allotment plot. Tenants 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. Small plastic green houses and/or growing frames are permitted provided that they are no larger than $1.5 \, \text{m} \times 1.5 \, \text{m} \times 2.0 \, \text{m}$.

13 Communal Shed

- 13.1 A communal shed including a lockable locker for each allotment plot has been provided.
- 13.2 The Tenant shall at all times use the communal shed and locker with care, to help keep the communal shed and locker in a good state of repair.
- 13.3 The Tenant shall not store oil, fuel, lubricants or other flammable liquids in the lockable locker or communal shed.
- 13.4 The communal shed cannot be used overnight between dusk and sunrise.











- 13.5 Where damage is caused to a Tenants lockable locker, the Landlord may require that the Tenant make good the damage at the Tenants expense.
- 13.6 The Tenant is responsible for the replacement of their own lockable locker keys in the event of any loss.

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, or ditches 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 on the allotments.

18 Dogs

Tenants may bring dogs on to the allotments provided that they are kept on a lead and not causing a nuisance to other plot holders.

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(SI2010/675) 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 maybe 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 carpark except when loading or unloading.

24 Business

Nobusiness, tradeor 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

27.1 These rules do not apply to any Allot ment 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.

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

28 Interpretation

Intheserules '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.)

