



# The National Allotment Society

National Society of Allotment and Leisure Gardeners Ltd

This Agreement is made the 1st day of April 2021

B E T W E E N

(1) Coltishall Parish Council

Of 2 Hall Cottages, The Windle, Acle, Norfolk NR13 3JT

("The Council") and

(2) Coltishall Allotment Association

Of C/O 2 Hall Cottages, The Windle, Acle, Norfolk, NR13 3JT

("The Association")

Now it is agreed as follows:-

## 1. Interpretation

- 1.1. Words referring to one gender will be read as referring to any other gender and words referring to the singular will be read as referring to the plural and vice versa.
- 1.2. Where the tenant is more than one person the obligations and liabilities will be joint and several obligations and liabilities of those persons.
- 1.3. The clause headings do not form part of this Agreement and will not be taken into account in its interpretation.

## 2. Allotment Licence Agreement

- 2.1. The Council permits the Association to use the allotment site of Coltishall (as indicated on the site plan Appendix 1) under delegated powers specified in this agreement.

## 3. Associations Covenants

- 3.1. The Association will:-
  - 3.1.1. Appoint a committee of management of not less than 3 persons (including a secretary) to be responsible to the Council for the conduct and affairs of the Association;

- 3.1.2. Provide the Council with the names and addresses of all committee members and notify the Council immediately of any change of membership of the committee;
- 3.1.3. Use the Allotment Site only as allotment gardens for private horticultural purposes and not for the purpose of any trade or business (trade or business shall be deemed to include the use of land as a market garden) except in the distribution of seeds, fertilisers, tools etc by the Association to its members;
- 3.1.4. Not cause or permit to the occupier of any other land belonging to the Council nor adjoining owners or occupiers nor the general public any nuisance or annoyance and no obstruction or encroachment shall be caused or permitted on any path or roadway set out by the Council or Association for the use of the occupiers of the Allotment Site;
- 3.1.5. Not permit any timber or other trees upon the Allotment Site to be cut or pruned and not permit any mineral gravel sand earth or clay to be taken away or carried away without the written consent of the Council provided always that this clause shall not apply to fruit trees grown by individual plot holders;
- 3.1.6. Be responsible for the day to day running of the Allotment Site (as indicated in the Allotment Constitution Appendix 2).
- 3.1.7. Produce communications in the Marlpit newsletter, allotment association social media page and notice board to members and interested parties.
- 3.1.8. Undertaking at least two risk assessments (template Appendix 3) of the allotment site per year for the identification of risk, assessing their relative severity and development of a strategy for dealing with them. This is to be reported to the Parish Council at the next parish council meeting or as soon as possible if the severity is high.
- 3.1.9. To maintain a log book with observations which evidences concerns about any tenants which are not duly observing the conditions of their tenancy. These matters should be reported to the parish council at the next meeting to consider eviction for non-cultivation or breach of tenancy rules where the committee is dis-satisfied with the members reasons.
- 3.1.10. To ensure the security of vehicular access routes by keeping the gates locked except during agreed times by the committee to enable members to drop off heavy materials.
- 3.1.11. Keep an up-to-date register of the names and addresses of the allotment garden plot holders which register shall contain a record of the rent payments made by the plot holders and should be available for inspection by the Council or officer of the Council at any time on request;
- 3.1.12. Make available for inspection by each allotment plot holder a copy of this Agreement and the Association Constitution.

- 3.1.13. Maintain a list of potential allotment plot holders which shall include provision for a waiting list to be maintained notifying the parish council when a vacant plot becomes available for allocation.
- 3.1.14. Not offer a plot to an existing allotment plot holder for so long as there are applicants on the waiting list.
- 3.1.15. Not assign or transfer the whole or any part of the Allotment Site save to allotment holders as individual allotments in accordance with the terms of this Agreement.
- 3.1.16. Use or permit the use of any building provided on the Allotment Site only by members of the Association and their guests in connection with the use of the allotments as permitted by this Agreement and not make any alteration or addition to the building except with the previous consent in writing of the Council;

#### **4. Entry onto the Site**

- 4.1. Any duly authorised officer or agent of the Council shall be entitled at any time to enter upon and inspect the Allotment Site and the Association's records and shall inform the Association of the results of the inspection upon request;

#### **5. Termination of Tenancy**

- 5.1. This Agreement may be terminated;
  - 5.1.1. By either the Council or the Association giving at least 12 months notice in writing expiring on or before 1 April
  - 5.1.2. By re-entry by the Council at any time after giving 1 month's previous notice in writing to the Association if
    - 5.1.2.1. the Association has breached any of the conditions contained herein;

#### **6. The Council Covenants**

- 6.1 To let plots on the allotment site to individual tenants in accordance with the Tenancy Agreement (Appendix 4);
- 6.2 To manage the terminations of tenancies as and when reported by the committee.
- 6.3 To manage the accounts and provide financial reports as required.
- 6.4 To maintain the infrastructure of the Allotment Site which shall include (but not limited to) hauling ways, boundaries of the Allotment Site (but not any individual plots) any trees not growing on plots, car parks, water mains and tanks and buildings owned by the Council and;
- 6.5 To ensure appropriate insurance is in place for the site and its members.
- 6.6 To provide a parish councillor liaison between the association and the parish council who will attend the committee and annual parish meeting.

- 6.7 A periodic review of procedure and management will be held every three years between Coltishall Parish Council and Coltishall Allotment Association.
- 6.8 Coltishall Parish Council will resume direct or part control of management tasks if a review recognises poor performance issues until a satisfactory way forward is found between Coltishall Parish Council and Coltishall Allotment Association.

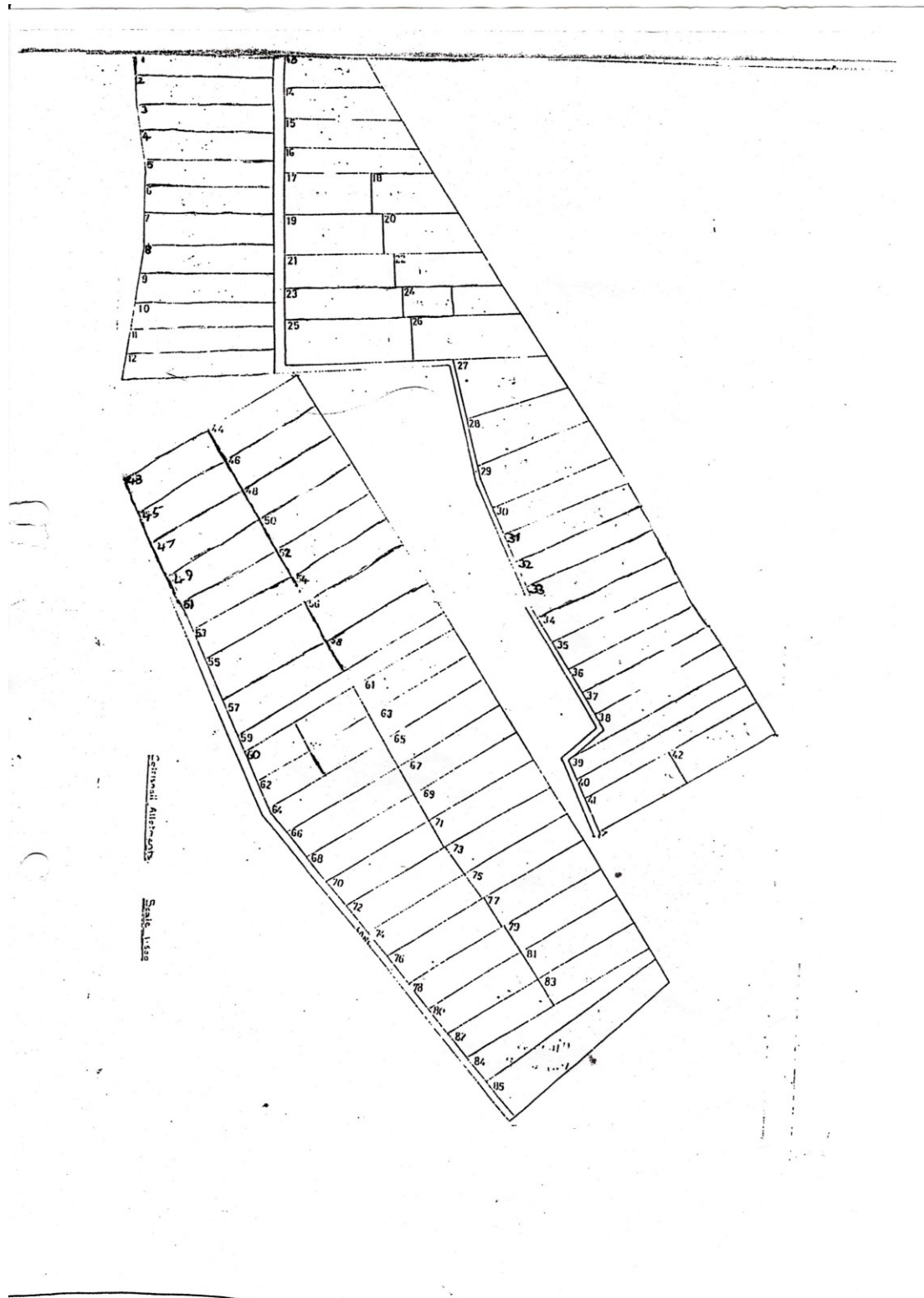
Executed by the Council by

In the presence of

Executed by the Association by signing by  
Two members of the committee

In the presence of

Appendix 1- Site plan



## **Appendix 2 – Allotment Association Constitution**

### **Coltishall Allotments Association Constitution**

#### **Aim of Association**

To manage Coltishall Parish Council Allotments with the aim of assisting all members in the pursuit of gardening as a recreation and promoting health, education, equality and community fellowship.

#### **Members**

The Association shall consist of the allotment holders of Coltishall Parish Council Allotments.

#### **Commencement & Cessation of Membership**

Membership shall commence with the commencement of the allotment holder's tenancy. Membership will cease with the termination of the tenancy under rule 14 of the Tenancy agreement.

#### **List of Members**

The Committee of Management shall allocate the keeping of a membership list updated annually to one of its members which shall be entered the following:

- (a) Name, address, email and telephone number of member
- (b) Date of joining and leaving
- (c) Date of receipt of joining subscription and renewal subscriptions.

Any member may see the entry in respect of him or herself recorded in the official list of members and in his or her own interest must notify any change of address to the Chairman.

#### **Allocation of Allotments**

Vacant allotments will be allocated by the Parish Council in accordance with Rule 1 of the Tenancy Agreement. A waiting list will be kept by the Committee who will instruct the parish council when a plot is available and who is the next person on the waiting list to be offered a plot.

#### **Governance and Management**

Governance of the Association shall be vested in the General Meetings. Day to day management of Coltishall Parish Council allotments is delegated to the Committee of Management.

#### **Committee of Management and Officers**

The Committee of Management, must be members of the Association and shall consist of a Chairman, and a minimum of 3 Committee Members or such number as may be determined at a General Meeting.

## **Election**

The Committee of Management will be elected from members of the Association at the Annual General Meeting and will take office at the end of the Annual General Meeting at which elected until the end of the next Annual General Meeting.

## **Mid - Term Vacancies**

The Committee of Management may fill any vacancy arising during the year. Members appointed will be full voting members of the committee and count towards a quorum.

## **Powers of Committee**

The Committee of Management shall have full power to supervise and manage the day-to-day work of the Association.

## **Attendances**

Any Committee of Management member who has failed to attend two meetings in any year for any reasons unacceptable to the Committee, will cease to be a Committee member.

## **Removal from Committee**

The Committee of Management may remove any officer or committee member from the Committee by a simple majority following an open discussion of the issues which includes the individual members opportunity to put his/her point of view. If required the vote may be a secret vote but the voting numbers will be recorded in the minutes.

## **MEETINGS OF COMMITTEE MANAGEMENT**

### **Frequency of meetings**

The Committee of Management will meet at least twice annually or more frequently if required by decision of the Committee.

### **Quorum at Committee Meetings**

A quorum for meetings of Committee of Management shall be 3 or such other number as may be agreed at a General Meeting.

### **Tied vote**

In the event of a tied vote the Chairman shall have the casting vote.

### **Emergency Actions**

The Chairman and one other Committee member may take any executive emergency actions required where it is not practicable for the business to be decided upon at a regular or special committee meeting. Details of the action will be reported and recorded at the next meeting of the Committee of Management.

## **Appendix 3 – Allotment Risk Assessment**

### **COLTISHALL PARISH COUNCIL**

#### **ALLOTMENTS COMMITTEE**

##### **Risk Management**

### **HEALTH & SAFETY POLICY**

#### **Introduction**

Under civil law anyone involved in allotment management has a common duty of care to ensure that their allotment sites are run in as safe and appropriate manner as possible, as set out in the Occupiers' Liability Act, 1957. This duty of care is extended towards all people accessing the allotment site and its boundaries, including plot holders, Members of the Parish Council, Committee members carrying out duties, members of the public, visitors - whether welcome or not - and volunteers. There are also environmental and animal husbandry laws to be observed. In order to make sure that the Health and Safety policy is being adhered to, risk assessments will be carried out on the site. The details about these risk assessments are found in this policy.

#### **Responsibilities**

Plot holders have a duty of care and are responsible for their own health and safety and for the safety of others whilst on the plot. Plot holders have a duty of care to anyone on their plot, regardless of whether they have given permission for them to be there. The Allotments Committee will inform plot holders of issues that are directly relevant to them. The Parish Council as landlord has a shared duty of care with the Allotment Association. The landlord should ensure that the Association (as its 'agent') is undertaking its devolved management duties in a responsible, fair and reasonable way by conducting bi-annual risk assessments to identify any issues.

Risk assessments compiled by the Allotments Committee will be used as a framework for the identification of risks, assessing their relative severity and development of a strategy for dealing with them.

#### **Risk Assessments**

The objective of the risk assessment is to remove the risk completely or to reduce the risk to an acceptable level. Risk levels are defined by the grading system in the risk assessment. Risk assessments shall be carried out at least twice per year. Ground hazards, e.g. broken glass on derelict plots, may be hidden by summer weed and grass growth, so one shall be carried out in summer and the other in winter. Every effort shall be made to hold one of the risk assessments before the Annual General Meeting so that if immediate input and decisions are required from an assessment, decisions can be made at the meeting.

Risk assessments apply to the general site which includes plots, thus ensuring that plot holders are complying with the policy, which is part of their tenancy agreement.

#### **Risk Assessment execution**

Risk assessment shall be carried out with a minimum of two people. Risk assessments cannot be carried out from memory and shall be on site.



The assessment shall include the full site, and be undertaken in a methodical manner. From the assessment, the degree of risk shall be calculated and the recommended remedial action required to remove or minimise the risk at the time of identification. While undertaking the assessment the privacy of plot holders will be respected at all times, ensuring, for example, that the assessors remain on paths and limit walking on plots.

### Remedial action

The Allotments Committee shall determine who is responsible for carrying out remedial action for each identified risk. Responsibility may lie with the Committee, the plot holder, or the Parish Council, depending on the nature of the issue. If remedial action is the responsibility of any person or organisation other than the Committee itself, written notification shall be sent immediately. Plot holders shall be reminded of their duty of care in the notice. If hazards have not been rectified by the due date for rectification, an individual 'notice to remedy' shall be given to the plot holder concerned. If this is ignored or the plot holder still fails to rectify, a 'notice to quit' shall be served in accordance with the tenancy agreement.

**Emergency Action** In case of fire or serious accident phone 999. In the case of fire, plot holders should leave the site immediately, ensuring that all people working on their plot are accounted for. Plot holders are encouraged to look out for members on adjoining plots to ensure their safety. In the case of fire or serious accident the plot holder must inform the Allotments Committee.

As a matter of course, plot holders are advised to keep a first aid kit readily to hand.

## RISK ASSESSMENT MATRIX

<b>Date to be reviewed</b>	__ / __ / __	<b>Person responsible for review</b>	Allotments Committee
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Step 1 – Risk Identification

Step 2 – Risk Assessment

Step 3 – Risk Management

List of Possible Risks	Likelihood H/M/L	Impact H/M/L	What are we already doing about it? (mitigating factors)	What more can we do about it?	Timescale	Person Responsible	Reviewed Level of Risk
<i>Example Pathways between plots – injury, trip, slip</i>	M	M	<i>Regular inspections. Agreement requires tenants to keep pathways free of obstacles and in good repair: s 4.8.</i>	<i>Committee member/s to check weekly and advise Chairman of issues/hazards</i>	Weekly	Committee	Twice annually

## Appendix 4 – Allotment Tenancy Agreement

# ALLOTMENT TENANCY AGREEMENT

Tenant's Name :

Tenant's Postal Address:

Tenant's email address:

Tenant's telephone number:

Date of Commencement of Agreement:

Plot Number:

Size of Plot:

Rent Per Annum, (subject to annual rent increase ratified at AGM) :£ 20

Rent Due: due 1<sup>st</sup> April 2021

Initial Period:

I hereby accept and agree to abide by the Conditions of Tenancy laid down by Coltishall Parish Council as set out below.

Signed by Tenant

Date

.

Signed on behalf of Coltishall Parish Council

Date

### TENANCY RULES AND REGULATIONS

Subject to the Allotment Acts 1908 to 1950 and to the Regulations endorsed on this Agreement and also to the following conditions:

#### 1. Allocation of vacant allotments

1. All tenants will be over the age of 18 and Association members of Coltishall Allotment Association.
2. Vacant allotments on site will be offered to residents of Coltishall first, and subsequently to other applicants at the discretion of the Parish Council.
3. Where a plot falls vacant because of a tenant's death, the plot, if it can be shown that a member of the tenant's immediate family has been jointly cultivating the plot for a period of time and wishes to take on the tenancy, may be offered to them at the discretion of the Parish Council.
4. Plot holders who may receive help from friends and family. When it is clear that the plot holder is not doing any of the work the tenancy will be terminated and the next person on the waiting list will be

offered the plot. (All those wishing to be allotment tenants must be on the waiting list; there will be no transfer of plots because of having been assisting the tenant).

## **2. Assignment**

1. The Tenant shall not under-let, assign or part with the possession of the Allotment or any part thereof without the written consent of the Parish Council. (This shall not prohibit another person, authorised by the plot holder, from cultivation of the plot for short periods of time when the tenant is incapacitated by illness or is on holiday, the Allotments Chairman to be informed of the person's name)
2. The Allotment Committee or Parish Council may order any person wrongly allowed onto the site in breach of the rules to leave immediately.
3. The Parish Council may take action for breach of their tenancy agreement against any Tenant who the Committee reasonably believes was responsible for allowing any person to be on the site who contravenes any of the Tenancy rules.

## **3. Rent**

1. The annual rent is due for payment by the Tenant on the **1st of April each year**.
2. If the rental remains unpaid for a period of not less than 30 days the plot shall be considered vacant and be let to the next person on the waiting list.
3. Rent increases will be proposed by the Committee and ratified at the AGM in March of each year.
4. Water supply shall be included in the rental charge.

## **4. Cultivation and use of allotment.**

1. The Tenant shall use the plot as an Allotment and Leisure Garden only (that is to say wholly or mainly for the production of vegetables, fruit, flowers and crops for consumption or enjoyment by the tenant and his/her family) and for no other purpose and to keep it free of hazards, e.g. broken glass, scrap metal etc. No glass allowed on site at all. It must be kept reasonably free from weeds and in a good state of cultivation and fertility and in good condition.
2. The tenant shall have at least  $\frac{1}{4}$  of the plot under cultivation of crops after 3 months and at least  $\frac{1}{2}$  of the plot under cultivation of crops after 12 months and thereafter.
3. The maximum area for hard landscaping e.g. patio or internal paths etc. is 20%
4. The Tenant may not carry on any trade or business from the allotment site (A **small amount** of surplus produce may be sold as an ancillary to the provision of crops for family)
5. The tenant shall not enter onto any other plot at any time without the express permission of that plot holder.
6. Any children that accompany the plot holder or any persons accompanying the plot holder or with permission of the plot holder to enter their plot to cultivate or harvest may not at any time enter onto another plot without the express permission of that plot holder. The plot holder has full responsibility for the actions of children and others entering the site with his permission.
7. The Tenant shall not without the written consent of the Committee cut or prune any timber or other trees, apart from recognised pruning practices of fruit trees, or take, sell or carry away any mineral, gravel, sand, earth or clay.
8. The Tenant shall keep every hedge that forms part of the boundary of his allotment garden properly cut and trimmed, all pathways between plots trimmed and well maintained up to the nearest half width by each adjoining tenant, keep all ditches properly cleansed and maintained and keep in repair any other fences and any other gates or sheds on his Allotment.
9. The Tenant shall not use any barbed/razor wire for a fence adjoining any path set out by the Committee for the use of the occupiers of the Allotment.
10. The Tenant shall not deposit or allow other persons to deposit on the Allotment any refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in the hedges, ditches or dykes in or surrounding the allotments field.
11. The Tenant must cover any manure on site which has not been dug in.
12. Delivery of bulk manure must be covered immediately and removed to the plot within a maximum of 7 days.

13. All non-compostable waste to be removed from the site by the tenant.
14. Public paths and haulage ways (roads) must be kept clear at all times.
15. The Tenant shall not bring any form of carpet or underlay or similar materials to the plot for use as weed-suppressing mulch;
16. The Tenant shall not plant any trees other than dwarf fruiting trees and or fruiting bushes without the prior consent of the Committee
17. Tenants must not remove produce from any other allotments without the express permission of the tenant.
18. The main access gate shall be closed at all times for the protection of lone tenants and prevention of unauthorised visitors.

## **5. Insurance**

The Allotment Association has Public Liability insurance for all its members.

## **6. Local authority Officers**

Tenants must comply with any directions given by an Officer directed so to do by the Local Authority.

## **7. Inspection**

An Officer of the Local Authority if so directed by the Local Authority may enter onto the site for inspection of allotment plots and or sheds, greenhouses and poly tunnels, and full access must be given by the tenant, within reason, at a mutually agreed time.

## **8. Water/Hoses Bonfires**

1. The Tenant shall practice sensible water conservation, utilise **covered** water butts on sheds and other buildings and consider mulching as a water conservation practice.
2. The Tenant shall have consideration for other Tenants when extracting water from water points provided by the Association at all times. **No hoses connected to the mains supply are to be used to irrigate crops.**
3. Bonfires are allowed for the burning of **materials from the allotment only** i.e. diseased plants and dried-out organic material that will burn without smoke or hazardous residue, between the hours of 16.00 and 20.00 and 16.00 and dusk in winter. All fires must be **attended at all times** and not cause a nuisance to neighbouring residents. All fires to be **fully extinguished before leaving the site.**
4. The tenant shall not bring or allow to be brought on to the allotment site any materials for the purpose of burning such waste.

## **9. Conduct**

1. The Tenant must not cause any nuisance or annoyance to other plot holders or neighbouring residents of the allotment site and must conduct themselves appropriately at all times.
2. The allotment may not be used for any illegal or immoral purposes and the tenant must observe all relevant legislation or codes of practice relating to activities they carry out on the Allotment.

## **10. Livestock and dogs**

1. The Tenant shall not bring or cause to be brought onto the allotment field any dog unless it is held at all times on a leash, and remains on the tenants plot only. **Any fouling to be removed and disposed of off-site by the Tenant.**
2. The Tenant shall not keep any livestock on the allotment (hens and rabbits only, **no cockerels are permitted**) to the extent permitted by the Allotments Act 1950 section 12, without the prior written consent of the Committee.
3. Livestock must be kept so that they are not prejudicial to health or a nuisance.

## **11. Building and Structures**

1. The Tenant shall not without the written consent of the Committee erect any building on the Allotment, provided that consent shall not be refused under this clause to the erection of any building reasonably necessary for the purpose of keeping livestock (hens or rabbits) or be unreasonably withheld to the erection of a garden shed greenhouse or poly tunnel. The maximum size and positioning shall be determined by the Committee.

2. If the Tenant erects a shed or building with permission of the Committee, it is the Tenant's responsibility to dismantle and remove any buildings when the tenancy is terminated. If this has to be removed by the Committee, the removal costs will be billed to the Tenant. If an arrangement is made by a new Tenant to retain the shed on the plot then he/she becomes similarly responsible.
3. The Tenant shall keep all sheds, greenhouses, poly tunnels and other structures in good repair to the satisfaction of the Committee. Failure to do so after a warning may result in an order by the Committee to remove the structure.
4. The storage of oil, fuel, lubricants or other inflammable liquids shall not be stored in any shed except in an approved container, maximum of 5 litres for use in garden equipment only.
5. The Association and the Parish Council will not be held responsible for loss by accident, fire, theft or damage of any tools or contents in any shed, greenhouse or poly tunnel.

## **12. Chemicals/Pests/Diseases and vermin**

1. Only commercially available products from garden or horticultural suppliers, (no agricultural or professional horticultural products) shall be used without the prior approval of the Committee for the control of pests, diseases or vegetation provided that the application shall not be detrimental to the cultivation of nearby plots or cause annoyance to adjacent plot holders. You should select products which do the least amount of harm to the environment.
2. The use and storage of chemicals must be in compliance with the Control of Pesticides Regulation Act (amended) (1997) and the Control of Substances Hazardous to Health Regulations (2002) available information from the Local Authority.
3. Any incidence of vermin (rats) on the site must be reported to the Committee who will inform the parish council regarding any action to be taken.

## **13. Disputes**

Disputes between tenants will be referred to the Committee for due process and the decision of the Committee will be binding on all tenants involved in the dispute.

## **14. Termination of Tenancy**

1. The tenancy of the Allotment shall terminate on the death of the Tenant.
2. The tenancy shall terminate whenever the tenancy or right of occupation of the Tenant terminates.
3. By the Tenant giving the Committee 28 days written notice
4. It may also be terminated by the Committee without prejudice to any right of the Association to claim damages for any breach of the tenancy rules or to recover any rent due but remaining unpaid by 28 days written notice to quit, if
  - (a) The rent is in arrears for not less than 30 days OR
  - (b) If the Tenant is not duly observing the conditions of his tenancy OR
- (d) Eviction for non-cultivation.** There will be two letters, the first a warning letter giving 30 days to respond with a cogent reason for the non-cultivation and a plan to bring the plot into cultivation within a reasonable time, the second a 28 day eviction notice. These will be sent by the Parish Council.
5. In the event of a termination of the tenancy the Tenant shall leave the plot in a clean and tidy condition. If in the opinion of the Committee the plot has not been left in a satisfactory condition, any work carried out by the Committee to return the plot to a satisfactory condition shall be charged to the previous plot –holder (Tenant) (Allotments Act 1950 s.4)

## **15. Compensation**

In the event of the disposal of allotments by the Local Authority for any reason then compensation will be payable to the outgoing tenant for crops or improvements on account of the allotment being required. (Allotment Act 1922 s.10).

## **16. Change of address**

Tenants must immediately inform the Committee of any change of address.

## **17. Notices to be served by the Parish Council on the Tenant may be**

1. Sent to the Tenant's last known address by post or hand delivered.
2. Served on the Tenant personally.

**18. Notices to the Parish Council** - should be sent to the Parish Clerk of the Parish Council

**The National Society of Allotment & Leisure Gardeners Ltd advises that two copies of the Tenancy agreement and rules be prepared.** One copy should be handed to the Tenant, one should be retained by the Parish Council. **All tenants shall be given a copy and have read the allotment rules before signing the Tenancy** and be reminded of the rules at each renewal date.