

LRRHAA – V6 RULES – 16th February 2015

The Lenthall Road Allotment Association (“**Association**”) leases the allotment site on Lenthall Road, Rose Hill, Oxford from the Oxford City Council (“**Council**”) and, as the tenant, must adhere to the Council’s Allotment Rules and terms of the Tenancy Agreement. If there is a material breach of the Council’s rules, the Council may (after warnings and other procedures have taken place) end the Tenancy Agreement and give the Association one month’s notice to quit the site.

The following Rules are based upon those laid down by the Council. They are designed to ensure that Members of the Association are able to enjoy working on their plots in peace while understanding both their privileges and responsibilities. However the Committee of the Association will be expected to take action against any Member of the Association who is in breach of the Rules. Plot holders are therefore requested to report to the Secretary or Chair any apparent infringement(s) of the Association’s Constitution or Rules. The Constitution sets out in clause 5.12 the Association’s infringement procedure to be followed in the event of any apparent infringement(s) once reported. Within these Rules, the term “plot” refers to the area or areas of land allocated to a plot holder and not to the physical size of the areas.

1. Committee

- 1.1 The opinion of the Committee shall be final as to the interpretation of the Association’s Constitution and these Rules
- 1.2 The Committee is empowered to evict a Member for any serious or persistent infringement of the Association’s Constitution and/or Rules or for any other actions which it considers to be seriously detrimental to the interests of the Association

2. Members

- 2.1 All plot holders who have paid all the fees and other charges due to the Association for the current financial year are members of the Association (“**Members**”).
- 2.2 Each Member shall receive a copy of the Association’s Constitution and Rules and adhere to them
- 2.3 All Members must inform the Secretary or Treasurer in writing or by email of any changes to their postal address, email address and phone number
- 2.4 Only Members, their guests and other authorised persons are allowed on the allotment
- 2.5 Members are forbidden from sub-letting or passing on to or permitting use of their plot by any other person either temporarily or permanently
- 2.6 Members should not act or behave in a way that could reasonably be held to cause annoyance or inconvenience to other Members
- 2.7 Any Member stealing or receiving, knowing it to have been stolen or maliciously damaging, the property of the Association or the property or crops of another Member, shall be summarily evicted and their crops confiscated.
- 2.8 Members are not covered by the Association’s Public Liability Insurance policy and are advised to have their own insurance arrangements in place.

3. Allocation of Plots

- 3.1 Within these Rules the term “plot” refers to the area or areas of land allocated to a Member and not to the physical size of the area(s).
- 3.2 No Member will be allowed to increase their holding of the Association’s land above 20 poles. Existing Members with a plot area greater than 20 poles on 1st January 2010 may retain the excess area.
- 3.3 Responsibility for the allocation of plots is assigned by the Committee to the Lettings Secretary who will maintain a waiting list.
- 3.4 Plots will be allocated according to the applicant’s position on the waiting list, with preference given to applicants who do not already hold a plot from this Association or any other Allotment Association or Allotment Society.
- 3.5 Discrimination on grounds of age, ethnic origin, gender or disability will not be tolerated.

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4. Allotment Charges

- 4.1 The annual membership fee is determined according to the size of the Member's plot. Members aged 65 years or over are entitled to a 5% discount.
- 4.2 Plot holders must pay an annual membership fee at the start of each financial year to the Treasurer or an authorised Officer of the Association in respect of the plot let to them at the time and place and in the manner notified on the Association's notice board. A fine will be levied on all fees not paid within 14 days of the due date notified. In the event of fees plus fine not being paid within one calendar month of the due date, the Committee shall have the power to confiscate the plot concerned immediately and evict the Member from the plot
- 4.3 New Members must pay a deposit for their gate key which will be refundable when the plot is relinquished if the plot is left in a good condition.
- 4.4 Members must not make copies of the gate key. A breach of this rule will be treated as a serious breach of the Rules and the Member may be liable to pay for the purchase of a new padlock and set of keys.
- 4.5 All structures must have an operational water collection system and the failure by a Member to provide this will render the Member liable for an annual levy which will be determined by the Committee.

5. Security

- 5.1 The gate to the allotment must be kept locked at all times
- 5.2 Members using the Association's buildings must ensure they are locked when not being used, whether other Members are on the site or not.
- 5.3 Hedges, netting, fences and other barriers securing the boundary of the allotment site must not be tampered with and the Secretary or Chair should be advised about the need for repairs.
- 5.4 Any potential breach of security should be reported in the first instance to the Secretary or Chair and in the case of theft also to the Police obtaining from them a "Unique Reference Number" known as a URN.

6. Members' Permitted Activities

Members may:

- 6.1 Grow any variety of vegetables, flowers, herbs and fruit (subject to national legislation) on their plot;
- 6.2 Bring guests (including members of the family) to the site but the Member is responsible for their guests' behaviour and must keep children and pets under control. Parents are required to prevent children from playing with the water butts and taps, running onto neighbouring plots and picking other Members' produce;
- 6.3 Bring their dog(s) onto the site as long as they/it are kept on a leash and under control. When the Member is working the dog(s) must be kept within the bounds of the owner's plot;
- 6.4 Arrange for manure, compost, timber etc. to be delivered provided that the Member is in attendance when the vehicle arrives and that they ensure that the vehicle unloads immediately, is not left on-site and any damage caused rectified within 7 days and that any material deposited on pathways is removed within 48 hours;
- 6.5 Bring a vehicle onto the site as long as it is parked in the designated parking and is not left on the main roadways;
- 6.6 With effect from 1 January 2015 plant fruit trees (dwarf root stock only) on their plot.

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7. Members are responsible for:

- 7.1 Ensuring that their plot is clearly numbered in accordance with the Association's records and for keeping within the plot boundaries. The use of barbed wire, fencing and other barriers to indicate plot boundaries is not permitted.
- 7.2 Ensuring that their plots are kept tidy, free from weeds and in a good state of cultivation. Any Member who, in the opinion of the Committee, is prejudicing the fertility of the land or allowing weeds to seed themselves onto paths and other plots by not cultivating their plot will trigger the Association's infringement procedure set out in clause 5.12 of the Constitution.
- 7.3 Maintaining, together with neighbouring plot holders, a footpath of not less than 45 centimetres in width along each edge of their plot. Members with plots side by side should maintain a median footpath.
- 7.4 Mowing and trimming footpaths and keeping them free of weeds.
- 7.5 Properly pruning and keeping below 3 metres in height all bushes and trees and ensuring that all branches are within the bounds of the plot and are not shading neighbouring plots.
- 7.6 Giving to the Association at least 4 hours of their time over the financial year to undertake communal or site maintenance tasks either during the regular working parties or as arranged individually with the Committee. Failure to participate in this activity without good reason may result in the Member being invited to leave the Association.
- 7.7 Maintaining any Association property located on their plot.

8. Health & Safety and Bonfires

- 8.1 All Members have a responsibility to themselves and those around them to read the relevant Health and Safety Risk assessments which are available upon request. Before using any personal power tools, mowers, strimmers or hand tools, Members should be fully conversant with their use and ensure they do not endanger other Members when using them.
- 8.2 Tools and equipment belonging to the Association may be used only Members who have signed the necessary disclaimer.
- 8.3 Any accident or incident with power tools, whether personal or Association property, which occurs on the allotment site, should be reported to the Secretary who will note the details in the incident log.
- 8.4 Bonfires must be positioned on the Member's plot and at least 1 metre from any path or roadway and at least 2 metres from any fencing, hedging, shed or other building. Additionally any bonfire
 - a) must be supervised at all times,
 - b) can be used to burn only organic waste from the Member's plot
 - c) must not be used to burn household rubbish and chemicals of any kind
 - d) should be lit only after checking the wind direction to avoid causing a nuisance to nearby residents and other Members from smoke drift and burning material.

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9. General Use of the Allotment Site

- 9.1 Members may not use their plot or the allotment site for any purpose other than as an allotment garden under the Allotment Acts 1908 to 1950; nor may they use their plot for any trade or business or sell any produce to the public on or immediately outside the site other than at the Iffley Village Shop under the arrangement agreed between the shop and the Committee.
- 9.2 Members may not deposit refuse or building materials on their plot or elsewhere on the site and should dispose of weeds within their plots, and must remove from the site surplus timber, mineral, gravel, sand, earth or clay.
- 9.3 No petrol, fuel, oil lubricants and other inflammable liquids may be stored on site by or with the consent of any Member, except by the Committee in an Association building.
- 9.4 Although Members are not required to use totally organic methods on their plots, they are requested to limit their use of weed-killers, insecticides, slug repellents and other such chemicals, insofar as is practical. Any such chemicals must be stored securely by the Member if left on the site and steps must be taken by the Member to ensure that the chemical does not spread onto or affect other plots in any way.
- 9.5 A shed and/or a greenhouse with floor dimensions less than or equal to 8ft by 6ft (2.43m by 1.83m) and a height greater than 6ft (1.83m) is permitted subject to prior approval by the Committee as regards the siting of the structure. The installation of a larger shed/greenhouse or a second shed/greenhouse will be considered on its merit once a written application with detailed proposals has been submitted to the Committee.
- 9.6 Netted structures such as fruit/brassica cages and bean supports are permitted
- 9.7 Subject to prior approval by the Committee one poly tunnel with a maximum floor area of 13ft by 10ft (4m by 3m) can be erected on condition that a water collection system is installed
- 9.8 Any Member found to have damaged, removed or destroyed footpaths, drainage ditches, boundary hedges or fences, or felled or lopped existing trees either on the site or immediately outside its boundaries, without prior written authorisation from the Committee will be liable to the Association for the full cost of repair or replacement and will trigger the Association's Infringement Procedure as set out in Clause 5.12 of the Constitution
- 9.9 For reasons of hygiene the cleaning of boots, garden implements and produce in the water butts is prohibited.
- 9.10 Vehicles must not proceed past the car parking area at the main gate if a notice is displayed to that effect.
- 9.11 Members may not enter onto another Member's plot, borrow their tools without permission, or use other Members' plots as short cuts for access purposes.
- 9.12 Members must remove any waste that cannot be burnt.
- 9.13 Members may not keep chickens or animals on their plot or within the allotment site