

IMBERHORNE ALLOTMENT SITE BY-LAWS (2018 AGM)

1. **Use** - To use the designated plot as an allotment garden only.
2. **Cultivation** - To maintain the allotment garden in a good state of cultivation and fertility, reasonably free from weeds and debris, to comply with Guidelines issued from time to time by the Committee. The Tenant is to notify the Committee promptly if a change in circumstances leads to the plot showing signs of neglect.
3. **Boundaries**: To keep the stream clear and free from debris, not to damage hedges or fences, cut or prune any trees or take away any mineral, gravel, sand, earth or clay. Boundary shrubs and hedging may be cut back by the Tenant to prevent overshadowing. Stream banks should be kept clear to allow for maintenance and no building or compost heap should be situated within 6 feet of the stream.
4. **Waste Material** - Not to deposit or allow other persons to deposit refuse or rubbish on the allotment garden, in the hedges or ditches or on the path or roadway. Green material should be composted on the plot, or removed by the plotholder - it should not be dumped by the stream or by boundary trees or hedges. Plastic material should be carefully stored to avoid the risk of it blowing around the site. The Committee may identify sites where plotholders can bring dry, woody material for burning by the Committee
5. **Paths** - Not to obstruct or encroach upon any path or roadway for the use of other plotholders, and keep one half width of the paths included therein or abutting thereon to their plots in good level condition, reasonably free from weeds with grass trimmed. Interplot paths should generally be a minimum of 3 feet wide.
6. **Subletting** - Not to underlet, assign or part with the possession of the allotment or any part thereof.
7. **Nuisance** - Not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or neighbouring property. e.g. bonfires or excessive noise. Mowers, strimmers and cultivators should not be used before 10.00AM on a Sunday morning. No bonfires shall be lit on site by plotholders . The Committee may light and supervise bonfires from time to time.
8. **Pesticides and Weedkillers** - Where these are used, manufacturer's instructions must be followed at all times. Particular care should be taken to avoid drift or spillage on paths and neighbouring plots. Tenants should generally only use weedkillers over winter or in the spring, and not in the vicinity of crops.
9. **Children** - Children must at all times be properly supervised; for their own safety children should stay on their parent's or carer's plot(s).

10. **Dogs** - Not to bring or cause or permit to be brought into the allotment garden site any dog unless held on a leash at all times while on the site.
11. **Livestock** - Livestock such as chickens, rabbits or bees can only be kept on the site with the written permission of the Committee, who will set such conditions as are considered necessary to maintain proper standards of hygiene and welfare and to prevent any nuisance. At the end of a tenant's lease of an allotment, or if the Committee at its discretion requires the removal of livestock, the Tenant will be responsible for restoring the allotment to its original condition, including the removal of any sheds or buildings, else the Imberhorne Allotment Association will be entitled to seek compensation for deterioration as described in the Allotments Act 1950 s.4.
12. **Water** - Not to use the water where provided other than by the use of watering cans or buckets.
13. **Trading** - Not to carry out any trade or business, to erect or permit to be erected any notice or advertisement on the allotment garden or any part thereof, other than on the Association Noticeboard with permission of the Committee.
14. **Vehicles** - Tenants may bring vehicles onto the site and may park, while on the site, in the designated parking area just inside the allotment gate. This facility is generally available throughout the year. The grass roadway through the site, and the temporary car park on Plot 18A, will only be open to vehicles in good weather and when ground conditions are suitable. Plottolders should avoid obstructing other drivers when parking. Plottolders can load and unload vehicles at points on the grass road but should only park on the main car park and on Plot 18A. All vehicles are brought onto site at the owner's risk. No vehicle may be left on site overnight, or while the tenant is otherwise absent from site.
15. **Buildings** - Tenants may erect sheds, greenhouses and polytunnels on the plots; these should be of smart appearance, they should be located at the back of the plot, furthest away from the site roadway, and should be at least 1 ft away from any interplot path. No building should be located within 6 ft of the stream. Sheds and greenhouses larger than 8ft x 6ft, or a polytunnel larger than 10ft x 10ft, can only be erected with the written consent of the Committee. Any such building shall remain the property of the Tenant and be maintained in good condition by the Tenant. No petrol or other similar fuel containers shall be stored in sheds, and Tenants are asked not to store any machinery or other high value goods on their plot(s), as this may attract thieves.
16. **Visitors** - The Committee shall have the right to refuse admittance of any person other than the Tenant, a member of his/her family, or authorised representative to the allotment gardens unless accompanied by the

Tenant, a member of his/her family or authorised representative. External Contractors employed on plots should be accompanied by the tenant at all times

17. **Disputes** - Any case of dispute between Tenants on the allotment site shall be referred to the Committee whose decision shall be final.
18. **Contact details** - The Tenant shall inform the Secretary forthwith of any change of postal or e mail address. Contact details of the Committee can be found on the website and on the site noticeboard.
19. **Termination** - Upon termination of the tenancy of an allotment, all property belonging to the tenant shall be removed by the tenant on the termination date, this includes any carpet, underlay or weed suppressing material. Any property remaining on the allotment after the termination date shall be deemed to be abandoned. The Association reserves the right to charge the tenant the cost of removal of any property or unwanted rubbish.
20. **Fruit trees** - Fruit trees are permitted provided they are on dwarfing root stock (eg M27/EMLA27, very dwarfing; M9/EMLA9, dwarfing; or M26/EMLA26, semi dwarfing). The height of the tree should not exceed 2 metres to limit the casting of shadows and excessive water consumption. Consequently, M26 grafted trees should be grown as espalier or cordons
21. **Secure store** - Each tenant will be provided with access details for the Secure Store, where the Association's mowers and other machinery is stored. Guidance will be provided by the Committee on the use and care of machinery, reporting of faults, and on the use of the Secure Store. This Guidance must be complied with at all times. Tenants may leave their own machinery in the Store at their own risk, if space allows, and with the written permission of the Committee. No smoking or naked flames permitted in or around the Secure Store
22. **Site Security** - The main allotment gate must be kept locked at all times, with the lock code hidden. The lock code should not be revealed to 3rd parties by the Tenant. Any breach of security, theft or suspicious behaviour should be reported promptly to the Committee, but thefts in the first instance should be reported to the police.