



Byelaw 3

Allotment Guidelines and Behaviour Expectations

These rules and regulations help everyone to enjoy a tidy, productive allotment. Care for your plot, respect shared paths and water points, compost green waste correctly, and treat other plot holders with patience, kindness, and consideration.

Terms:

Brentwood Horticultural Society	manages eight sites in the town via a Lease issued to the Society by our Landlord, Brentwood Borough Council.
Co-worker	is a person introduced by a plot-holder and who works on their plot, under their jurisdiction; they must be a member of the BHS.
Cultivation	the definition of cultivation changes with the seasons but is considered to mean that " <i>the plot is dug over and planted out, or ready to be planted out</i> "; this includes greenhouses and poly-tunnels.
Council	refers to Brentwood Borough Council, or its successors.
Society	refers to the Brentwood Horticultural Society (BHSCIO) or its successors.
Lease	under which the Society holds a 25-year leasehold interest in the Site.
Plot	refers to one of the cultivation areas on a Site administered by the Society into which the Sites are sub-divided. Commonly into 10, 5 or 2½ rods but historically other sizes may have evolved.
Plot Holder	is a person, the signatory to the Rent Agreement, leasing a Plot under arrangements administered by the Society as set out in the byelaws and who is solely responsible for ensuring that these rules and regulations are adhered to. If a Co-worker is temporarily taking responsibility for the Plot (see 4a and b below) then they will then assume the responsibility for the Plot.
Rent Agreement	is the contract relating to a Plot between the Plot Holder and the Society.
Site	refers to any one of the eight sites held under the Leases.
Site Representative	is usually a Plot-Holder on the Site who has delegated authority from the Society to enforce the Rules on their Site, is aware of likely problems/issues and introduces new Plot Holders. The Site Representative will be responsible for representing their Site at Society Committee meetings.
Water-tank	is a water storage container on a Site connected to the mains water supply.
Water-butt	refers to water storage on individual Plots often collecting water from the roof of a shed or greenhouse on that plot.



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1. Administration

- a. All rent must be paid within 30 days of the due date of the rent demand, (currently 1st November). Failure to do so may lead to termination of the Plot Holder's Rent Agreement, as it will be assumed by the Society that the Plot is no longer required.
- b. The Plot Holder shall ensure that the Society's Membership Secretary has full up-to-date details of name, address, phone number and e-mail address of the Plot Holder and any co-worker. Any changes must be notified within 30 days.
- c. The Plot Holder has the ultimate responsibility of keeping their Co-Worker(s) fully apprised of any Society business and requirements.
- d. At the end of the Rent Agreement, either voluntary or forced, the Plot Holder must return the gate key to the Site Rep within 14 days. The Plot Holder will have two weeks to remove their produce and equipment, after which ownership shall vest in the Society.
- e. Each Site shall have at least one First Aid Box. Suitable signs shall indicate the position of the box.
- f. The sale of produce from a Plot for personal financial gain is forbidden.
- g. Each Plot Holder shall be resident within the Borough of Brentwood. A waiver was provided by our landlords for existing plot holders who had moved outside the Borough prior to the lease agreement being signed. With the agreement of the Trustees, temporary re-location may be agreed BUT all cultivation requirements remain and will be enforced.



2. Responsibilities of Plot Holder

The Plot Holder shall:

- a. observe all the rules and regulations being aware that they are for the good of all Plot Holders and for the smooth running of the relevant Site.
- b. observe and perform all conditions and covenants contained in the Lease under which the Society holds the Site.
- c. observe and perform any other special conditions which either the Council or the Society considers necessary to preserve the Plots from deterioration in accordance with these rules.
- d. not underlet, assign or part with the possession of the Plot or any part of it.
- e. consult the Site Representative and neighbouring plot holders before erecting any temporary structures to minimise any shadow over adjacent plots. The Site Representative will also take into account the proposed size relative to the Plot area before any temporary structure is erected. NOTE that any and all structures on plots are TEMPORARY and must be constructed and installed such that they can be removed with minimum effort. NO concrete foundations or similar are allowed.
- f. supervise children at all times and not allow them to play in or with the water-tanks or go on to other plots.
- g. always close and lock the access gates when entering and leaving the Site. Failure to observe this rule on several occasions may give rise to termination of the Rent Agreement by the Society.
- h. ensure that Plot pathways are kept in good condition. Where necessary, paths must be mown to avoid them being overgrown.
- i. ensure that no toxic or dangerous chemicals are allowed to contaminate the Site or the shared water-tanks.
- j. observe any guidance published by the National Allotment Society from time to time or any other Society that may replace the National Allotment Society.



3 Behaviour of Plot-holder

Failure to consistently abide by these requirements may result in the application of penalties found in the Non-Cultivation appendix to this document.

The Plot Holder shall not

- a. cause any nuisance or annoyance to the occupier of any other Plot, whether visually, by noise, or through unwelcome smells. This can apply to personal BBQ. Think about wind direction and ensure that suitable fire precautions are available. The Society STRONGLY recommends having a suitable fire blanket as a minimum requirement for using a BBQ on site. Do not use single use BBQ containers on grassed areas. If in doubt, consult your Site Rep before any BBQ event. Nuisance can also be visual. Displays of material deemed by the Site Rep/Society to be overtly political, provocative or offensive will not be permitted.
- b. steal items, including vegetables and fruit, from another Plot. This may result in the offender losing their Plot and the issue being reported to the Police.
- c. go on to another Plot Holder's plot without permission, except in an emergency, (e.g. fire, checking if a shed has been burgled, bird trapped in fruit cage). The Site Representative shall be allowed to go on to any plot on behalf of the Society but only for the purpose of Site or plot management. For example, where a Plot becomes overgrown and creates a risk to other plots, then the Site Representative may take action to protect neighbouring Plots.
- d. obstruct any path set out by the Society for the use of other Plot Holders or neighbouring properties.
- e. without the prior written consent of both Council and the Society, cut or prune any trees on the allotment site boundaries or covered by a Tree Preservation Order, or take, sell or carry away any mineral, gravel, earth, sand or clay from the Site.
- f. cut or trim or in any way interfere with any fence or hedge that forms part of the allotment Site boundary, except where this has become overgrown and needs some active management. Any major works required must be agreed in advance with the Society.
- g. deposit or discharge any harmful or toxic matter (either liquid or solid) either onto the Plot or into any shared water-tank, water-course or drainage channel or onto a neighbouring Plot or adjoining land. This includes weeds or vegetation.
- h. erect any permanent structures on the Plot, e.g. brick built shed, storage building etc. ALL structures are TEMPORARY.
- i. place any glass frame or greenhouse glazed with glass within one metre of the front edge of the Plot. That is the side adjacent to the main path. (Those that are in situ as at the date of this Byelaw are to be made compliant with immediate effect or the glass is to be removed or covered by safety glass, polycarbonate plastic or similar). Wherever glass frames or greenhouses glazed with glass are adjacent to other paths, they should be protected.



- j. have a greenhouse, polytunnel or shed erected before discussing the size and quantity with the Site Representative to ensure a reasonable balance within a Plot.
- k. shoot on or over any part of the Site.



4. Succession Rights

- a. In the case where a Plot Holder is semi-permanently incapacitated from cultivating their Plot, a Co-Worker shall have the right to continue to cultivate the Plot to the end of the allotment year, 31 October. Thereafter, it is within the discretion of the Site Rep as to how long the Co-Worker will be allowed to keep cultivating the Plot before the Plot Holder returns.
- b. A fully paid-up Co-Worker will be treated as a joint Plot Holders for succession rights provided they have been a Co Worker for at least 12 months and have demonstrated an ability to cultivate effectively. They may inherit the Plot should the Plot Holder be unable to permanently continue.
- c. Succession rights, for whatever reason, shall be limited to Co Workers who have been such for a minimum of 12 months. This rule may be waived at the discretion of the Society, if, on the death of a partner or spouse, the surviving partner or spouse wishes to continue. This may come with conditions and all rules and regulations will apply.
- d. If a co-worker would like to take on their own plot, they will go onto the waiting list at the date when they became a registered co-worker. However, the decision to allow them to take on their own plot requires the positive support of their original plot-holder and a recommendation from the Site Rep that they been an effective Co Worker.



5. Cultivation of Allotment

- a. Unless agreed in advance with the Site Rep, when 50% may be appropriate, the Plot Holder shall have a minimum of 75% of the plot cultivated by the end of June and essentially weed-free using techniques which do not cause any long-term environmental damage. Any grass area on the Plot shall be kept cut short and the Plot kept tidy.
- b. Site Representative shall keep the condition of all Plots under review at all times and need not wait for the end of June before invoking the Non-Cultivation Procedure (see Addendum 2 below) in cases where neglect of a Plot is evident, or where a previous Non-Cultivation Order has been served, or where new Plot Holders have failed to begin cultivation.
- c. The Plot Holder shall not allow the verges and dividing paths to become obstructed, dirty or overgrown with grass or weeds. Grass borders and pathways between Plots must be mown/strimmed.
- d. There must be no interference with the communal paths on the Site.
- e. Brambles or hedges that form boundaries to the Plot shall be trimmed back by the Plot Holder and not allowed to invade or take root on the Site.
- f. The Plot Holder shall not plant any tree, except a fruit tree or one in a pot, which shall be allowed to grow no taller than 2 metres in height. New trees introduced on to a Plot shall be stepover, cordon or grown on dwarf rooting stock.
- g. The Plot Holder shall cultivate their Plot within the Plot boundaries in place at the beginning of the Rent Agreement, unless agreed otherwise by the Site Rep.
- h. All Plots are to remain open plan. No fences enclosing the Plots are to be erected.
- i. No barbed wire or material which could cause injury is to be used anywhere on a Plot.
- j. The Plot Holder shall keep every hedge that forms part of the Plot properly cut and trimmed and keep all ditches abutting, adjoining or crossing the Plot clean.
- k. Plot Holders are responsible for the appropriate disposal of all green waste, either by composting or by removal from the Site at their own expense.
- l. All non-compostable items must be taken from the Plot by the Plot Holder and disposed of accordingly.



6. Soil Coverings

- a. Plot Holders shall not bring carpet onto the Plot for any reason. It creates a legacy for the future as weeds actually grow through the carpet and there is no lasting weed suppression. Any legacy carpet found must be removed immediately.
- b. Polythene, of any colour or nature, should only be used as a very temporary measure, as it tends to dry out and break up, thereby causing a problem to the soil. Such plastic, if found on a Plot, must be carefully removed as soon as possible and disposed of via a local Recycling Centre. The Site Representative can order the covering to be removed if it is considered to be a hazard to the soil.
- c. The perforated/woven type of plastic is suitable to be used as a weed suppressant for temporary seasonal use only since as it porous if left does become embedded in the undergrowth and will soon no longer be seen. In addition, when cut or damaged, strings of plastic that are not bio-degradable stream from the cut ends/sides. Such plastic, if found on a Plot, must be carefully removed as soon as possible and disposed of via a local Recycling Centre. The Site Representative can order the covering to be removed if it is considered to be a hazard to the soil.
- d. No form of soil covering shall be used to make boundary paths. Traditionally boundary paths where grass is used must be kept mown and tidy. Where concrete had previously been used for boundary pathways, ensure they do not create any trip hazard. No new concrete boundary paths are to be created. Discuss any concerns with your Site Representative.



7 Animals on Site

- a. The plot holder shall not take an animal on to the Site unless it is under control, kept on a lead and fastened up whilst on the Site. The Plot Holder shall deal with any defecation by their animal as is required on the public highway.
- b. The animal is the total responsibility of the Plot Holder or the animal's owner.
- c. The animal must be confined to the Plot Holder's Plot and not allowed to roam. Please consider that other Plot Holders may not wish to be near your animal. Be considerate and do not allow your animal to foul away from the Plot Holder's Plot.
- d. Animals must not be bathed in the water-tanks.
- e. Each Lease states that no animals/livestock are to be kept on Site. There is a concession for specifically identified flocks of chickens with specified Plot Holders having a maximum number of birds. No new flocks of chickens are to be created on any Site.



8. Water Supply

- a. The water supply to all Sites is metered and Plot Holders are encouraged to water wisely and not in the heat of the day. The use of any type of pump or syphons must only be used to fill local water butts. Direct irrigation of Plots by pumps or syphons is strictly forbidden. The filling of local water butts by pump or syphon shall not take place when there is high demand for irrigation.
- b. The Plot Holder shall not wash tools, receptacles or produce in a water-tank connected to the mains water supply in order to prevent the build-up of debris at the bottom of the tanks. Water should be drawn into a bucket or similar receptacle if needed for washing hands, tools, produce etc.
- c. Water must be drawn from the water-tank before any additive, either natural, e.g. comfrey, or synthetic, e.g. Miracle-Gro, is added to the can.
- d. The Plot Holder or any other person shall not connect a hose to any part of the permanent Site mains water supply. See item "a" above. Hose connection to a Plot Holder's own water-butt is allowed.
- e. Plot Holders are expected to provide water storage on their Plot to recover water from sheds and greenhouses and use for plot irrigation.
- f. NO new ponds on individual Plots are allowed. Existing ponds must either be filled in or covered with metal mesh to prevent any accident occurring. It is the Site Rep's responsibility to ensure that any legacy ponds are suitably protected. Their decision on this matter is final. It must be understood that our Landlords may well require ALL ponds to be removed upon site inspections.



9. Fires

The Plot Holder shall not dispose of ANY waste material by burning on any Site. This includes bonfires, incinerators or any other method.

- a. Personal barbeques are subject to 3a above. Coals that are solely for use in barbeques are not considered to be waste. See section b below for disposal of spent coals.
- b. Spent coals must be completely extinguished and not put on to compost heaps. The procurement of a suitable fire blanket is STRONGLY recommended.
- c. Where the BBQ uses flammable gas as a combustion source, all manufacturers' recommendations for safety, operation and storage must be adhered to.
- d. BBQs, depending on extent/size, will need a Risk Assessment. Discuss with your Site Rep. Any site event will require suitable means of preventing fire. This must be identified in the risk assessment and be in place before any site event.
- e. Where flammable gas is used within a Plot Holder's shed, e.g. to boil water, suitable fire precautions must be available adjacent to the exit door.
- f. It should be noted that some of these responsibilities set out above are based upon requirements found within the individual Site Lease documents, so are not subject to negotiation.



Byelaw 3 Addendum 1

Bee-Keeping

Bees keeping on any site will not be permitted on any allotments managed by BHS.

Byelaw 3 Addendum 2

Non-Cultivation Notice Procedure

Introduction

The need for instigating the Non-Cultivation Notice (NCN) Procedure is as a result of the general “uncultivated state” of the plot concerned, particularly regarding items 2 and 3. This could be because of:

- the plot not being dug or otherwise being suitably cultivated, ie. not in a state to receive plants or seeds;
- the plot being covered in weeds or the remains of last year’s crops
- there being “non-allotment” material on the site, eg. tyres, broken chairs, sheets of polythene not being used as a weed suppressant, and similar;
- new plot-holders not beginning cultivation within a “reasonable” timescale;
- other circumstances similar to the above which make the plot appear neglected

There may be mitigating circumstances which, if notified to the Site Representative by the plot-holder, will be taken into consideration.

- The Site Representative must attempt to communicate with the plot holder to understand what has gone wrong and if there is anything practical that can be changed to remove the problem, eg. reduce the size of the plot holding.

Stage 1

- The Site Representative will provide an explanation for the communication either by speaking with the plot holder or, if there has been no evidence of attending the site, by sending an email to the registered email address
- The Site Representative will outline what is expected, namely the plot being at least 75% cultivated and essentially free from weeds, non-allotment material, etc. or, in the case of new plot holders, that beginning cultivation within two weeks of being given the key to the allotment site.
- The Site Representative will take photographic evidence of the situation.
- The plot holder must respond within 7 days with their intentions, which might include advising the Site Rep of any mitigating circumstances that would temporarily affect the plot holder’s ability to cultivate to the required standard.



- If nothing is heard either verbally or via email, or there is a failure to discuss possible mitigating circumstances, or if agreement cannot be reached, then a Stage 2 Notice will be served.

Stage 2

- This is a written communication from the Site Representative to the plot-holder, which re-affirms the expectations and requirements outlined in the plot-holder's original Agreement document and gives the plot holder 28 days to meet the expectations noted in Stage 1 above.
- This Notice will contain a second request for the plot-holder to declare any mitigating circumstances that would temporarily affect the plot-holder's ability to cultivate the plot to the required standard.
- If the plot-holder fails to demonstrate an understanding of the situation or provide a significant (subjective but understandable) improvement as agreed within the timescale above, then Stage 3 will be invoked.
- Should the plot-holder demonstrate an improvement in the short term and then fail to continue to cultivate to a satisfactory level within the next 3 months, Stage 3 below may be automatically invoked without further notice.
- Depending upon the situation, the stage 2 letter may also include the stage 3 termination notification. This letter will usually be used when there has been no attendance on site and no response to the stage 1 notification.
- Should there continue to be no communication during the stage 2 process, an independent review of the plot will be undertaken before the final termination date.

Stage 3

- After 28 days with no material improvement to the plot, in order to demonstrate impartiality to the process, the Site Rep will request an independent review of the plot in question by the (Vice-) Chairman or Trustee. This will include the photographic evidence.
- Assuming that the BHS officer agrees that the plot has not been cultivated to the required standard and agrees that the process outlined above has been followed, then the (Vice) Chairman or Trustee will deliver a termination letter to the plot holder that gives the plot holder 14 days to return the site key and remove their belongings from the plot.
- Should the plot-holder disagree with reasons for the termination decision, then the Society's Grievance Procedure within Byelaw 4 will be called into action.

End of Bylaw 3