

## **Fairacres Road Allotment Association Rules**

March 2023

### **Introduction**

1.1. The Allotment Association leases the allotment site from the Oxford City Council and, as its tenant, must adhere to the Council's Allotment Rules. For, if there is a material breach of these, 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.

1.2. Therefore, using the Oxford City Council Allotment Rules <sup>1</sup> as a framework the following Rules are intended to enable members of the Association to enjoy working on their plots in peace while understanding both their privileges and responsibilities. The Executive Committee of the Allotment Association is expected to take action against any member of the Association who is in breach of the Rules. While Plot-holders are requested to report to the Committee any apparent contravention(s) of the Constitution and Rules for investigation.

1.3. The Allotment Association is obliged to take out Public Liability Insurance (PLI) to cover the Association, its Officers and Members for any accidental damage or injury for which they might legally be held liable. All allotment holders must, therefore, pay a share of the Association's affiliation dues to the Oxford Federation of Allotment Association (ODFAA) which organises the PLI. This is included in their rent calculation.

#### **NOTE:**

A copy of the Certificate of Insurance is displayed on the notice board.

1.4. In addition to these rules members need to be aware of the Association's Constitution, Data Protection Policy and its Health and Safety Policy. These separate documents are accessed from the Association's web-site.

1.5. The opinion of the Executive Committee shall be final as to the interpretation of the Constitution and Rules.

1.6. The Executive Committee is empowered to evict a plot-holder for any serious or persistent contravention of the Conditions and Rules or for any other actions which it considers to be seriously detrimental to the interests of the Association.

1.7. A plot-holder shall be warned orally, by mail or through electronic communication by the Chair or member of the Executive Committee of any minor infringement(s) of the Constitution and Rules and if they fail within 14 days to address these infringement(s), a formal written warning issued. If they fail to heed this written warning the plot-holder concerned shall be liable to eviction.

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<sup>1</sup> The Council rules are included with the lease agreement between Oxford City Council and Fairacres Allotment Association.

## **2. Membership**

2.1. Membership of the Association are those plot-holders who have paid their rent for their plot and their share of the fees and premiums for the current year. They are responsible for registering the contact details of any Joint Member or Helper with the Membership Secretary. They are to ensure the membership secretary of any changes.

Refer to the [Constitution](#) for a full description of Membership.

2.2. Allotments are let according to the applicant's position on the waiting list held by the Membership Secretary.

2.3. No plot-holder may hold more than five poles of the Association's land. Those who wish to expand (up to five poles) should email the membership secretary. Their name will be added to the end of the waiting list. When their name reaches the top of the list it will be at the discretion of the Executive Committee if they can expand; the proviso being that the plot-holder's plot is in good condition and has been held for a reasonable time.

2.4. A plot-holder may not sub-let their plot(s) or part of it, nor transfer their plot(s) or part of it to another plot-holder or any other person.

## **3. Allotment Charges**

3.1. Allotment Charges (Rent) are calculated at a basic charge per plot (up to 2.5 poles or in excess of 2.5 poles), it includes a charge for water and the charge for membership of the ODFAA (See also Para 3.3). A rent increase can only be approved at the AGM. Payment is either by Cheque or Bank Transfer, cash is not accepted. See also Para 4

3.2. When joining Plot-holders pay a deposit that is refunded providing when they leave the plot is in a lettable condition; the deposit levied is reviewed annually by the Executive Committee.

3.3. New members joining after the 30th September will be expected to pay a deposit (See also sub-Para 3.5) but will not be charged for rent until the next financial year.

3.4. The Treasurer will send out rent invoices no later than the 31<sup>st</sup> January, with payment due the last day of February; this to ensure that those who do not wish to remain a member of the association can free up a plot for a new member before the start of the growing season.

3.5. If rent has not been paid by the 15th of March, a hastener will be sent with the requirement to pay an additional charge of £15.00. If this and the plot rent is not paid by the 31st of March, and there is no reasonable reason for not doing so, then the plot holder is liable to be expelled from the site. See sub-Para 2.1

## **4. Working Parties**

4.1. To ensure the site is properly maintained, the Association holds several working parties over the course of the year. All members are required to give either a minimum of 2 hours of their time to maintaining the allotment site or pay an opt-out fee of £15. This fee can be paid at any time but most conveniently at the time of paying annual rent. Alternatively, members may:

4.1.1. Offer two hours of work on the site outside of working party times. Specific tasks that can be undertaken in their own time are available from committee on request, or will be posted up as an alternative to the work party when these are advertised. Those doing such tasks are to keep the committee informed.

## 5. Security

5.1. Plot-holders are informed of the combination numbers for the gate and shed. These numbers are not be shared to any person not registered with the membership secretary. If a member, or their nominated helper(s), gives the gate or shed combination number to anyone not registered with the membership secretary the committee reserves the right to suspend their membership.

5.2. The gate and the Association shed must be secured at all times, whether there are other members on the site or not.

5.3. Contractors and delivery drivers are to be supervised at all times when on the site and not to be given the gate combination code. The exception is Oxford City Council employees.

5.4. Hedges, netting, fences or other barriers securing the boundary of the site must not be tampered with, except to strengthen or repair them.

## 6. Water

6.1. The water is metered and the charge included in the rent calculation. Because the cost of water constitutes a substantial proportion of the allotment rent Plot-holders are requested to use water responsibly e.g. use a watering can when possible or water during the cool of the day.

6.2. Unless conditions (freezing) warrant it, the mains water supply is turned on from 1<sup>st</sup> Apr to 31<sup>st</sup> October and the hoses stored in the shed.

6.3. The use of hoses may be prohibited if, due to prolonged dry weather, the committee deems water consumption is too high, or Thames Water introduces a hose-pipe ban.

6.4. Hose pipes:

6.4.1. Must not trail across neighbouring plots

6.4.2. Must be hand-held and not left unattended; nor used for long periods when other plot-holders are waiting to use them or in such a way as to inconvenience other plot-holders.

6.4.3. After use, wound up.

6.5. The water tanks/butts must not be contaminated with any chemical or fertilizer, or used to clean boots, garden implements or produce.

## 7. General Rules & Guidance

### 7.1. General use of site

7.1.1. Plot-holders may not use their plot or the allotment site for any other purpose other than as an allotment garden; nor may they use their plot for any trade or business or sell any surplus crops to the public on or immediately outside the site.

7.1.2. Plot-holders may not deposit refuse or building materials on their plot or elsewhere on the site nor remove any timber, mineral, gravel, sand, earth or clay from the site.

7.1.3. Petrol, oil, lubricants or other inflammable liquids must only be stored in the Allotment shed as authorised by the Association and in accordance to current legislation.

7.1.4. Although plot-holders are not required to use totally organic methods on their plots, they are requested to limit as much as practicable their use of weed-killers, insecticides, slug repellents and other chemicals. Any such chemicals must be stored securely if left on the site and steps must be taken to ensure that the chemical does not spread on to or affect other plots in any way.

7.1.5. The use of carpet on plots is not permitted, this is inline with RHS guidelines.

7.1.6. Only shatter-proof glass or plastic is permitted to be used for cold-frames.

7.1.7. No sheds or other buildings may be erected on the Allotments without the written consent of the Executive Committee which will be subject to the terms of the Lease and to the Council's prior approval as to the siting.

7.1.8. Any plot-holder found to have damaged, removed or destroyed any footpaths, drainage ditches, boundary hedges or fences or to have removed, felled or lopped existing trees, either on the site or immediately outside its boundaries without written authorisation from the Executive Committee, will be liable to the Association for the full cost of repair or replacement.

7.1.9. Dogs are permitted on the site, provided they are on a leash and kept under control.

7.1.10. Cars may not be parked on the site, other than when loading/unloading. This should not exceed 15 minutes.

7.1.11. Any plot-holder stealing tools, produce or other articles belonging to Association or another plot holder or receiving such, knowing it to have been stolen, or who maliciously damages the property of the Association or that of another plot holder will be liable to summary eviction and confiscation of their crops.

7.1.12. A plot-holder may not enter onto another member's plot, borrow his/her tools without permission, or use other members' plots as short-cuts for themselves or for hose pipes.

7.1.13. Where applicable, plot-holders must ensure access to the boundary fencing is maintained.

7.2. Plot-holders:

7.2.1. May use the Association's equipment but at their own risk and in adherence to the instructions for its use. The equipment is a shared resource for members and is to be left in a clean and serviceable condition. The committee is to be notified of any faults as soon as possible.

7.2.2. Powered equipment should only be used after a committee member has demonstrated how to use it correctly. It is not to be used by anyone younger than 18 years old. Also, the safety equipment provided should be worn. Though Aide-memoires for powered equipment are located in the shed primacy should be given to the manufacturer's handbooks, found on the Association's web-site.

7.2.3. May be liable for damage done to the equipment, either through misuse or not following the manufacturer's instructions.

7.2.4. May bring children and guests on to the site. The plot-holder is responsible for their good behaviour. Children under 14 are not allowed on site if unaccompanied by a responsible adult. Plot-holders are to ensure children do not play with the water (or hose pipes), or to run onto neighbouring plots.

7.2.5. May grow any variety of vegetable, flowers, herbs or fruit (subject to national legislation) on their plots. Only Fruit trees may be planted on the site with the written consent of the Executive Committee. (See also Para 7.3.3 & OCC Rules)

7.2.6. Must be present at all times when manure, compost, etc. is delivered on to the site (See Para 5.3). They are to ensure the gates are secure whilst the delivery vehicle is on the site and are responsible for any damage that may be done by the delivery vehicle. Loads deposited on a main pathway must not cause an obstruction and must be moved within forty-eight hours of delivery.

7.3. Plot-holders are responsible for:

7.3.1. Ensuring that their plots are kept tidy, free from weeds and in a good state of cultivation and fertility. Any plot-holder who, in the opinion of the Executive Committee, is not cultivating their plot, prejudicing the fertility of the land or allowing weeds to seed themselves on to paths or other plots may be liable to eviction.

7.3.2. Maintaining, together with neighbouring plot-holders, a footpath of not less than twenty-four inches/60cm in width along the edge of each plot, which must be mown, trimmed and kept free of weeds and obstructions.

7.3.3. Ensuring that any fruit bushes/trees do not exceed 6 feet (1.8 metres) height or obstruct footpaths (See Para 7.2.5).

7.3.4. Ensuring that within the boundary of, or adjacent to his/her allotment all hedges are properly cut and trimmed to approximately 2 metres at least once a year, verges are kept properly cut and weeded, ditches, drains and watercourses properly cleaned and maintained.

7.3.5. Ensuring that their plot is clearly numbered in accordance with the Association's records and keeping within its boundaries. The use of barbed wire, fencing or other barriers to indicate plot boundaries is not allowed;

7.4. Cultivation

7.4.1. All allotments shall be kept in a state of active cultivation – at any time at least 75% of any allotment shall show evidence of preparation or crop production. Failure to maintain active cultivation may result in the plot holder being asked to leave or not being offered the opportunity to renew their membership.

7.4.2. If an allotment holder receives three written warnings concerning their allotment over the period of two years, albeit that they have taken remedial action in each case, should another warning be merited then they will be given notice to quit, unless there are specific mitigating circumstances, such as long term ill health. The exception is new plot holders, who have a 6 month "probationary" period from the date they join.

7.5. Bonfires

7.5.1. Bonfires are not permitted on the site due to the close proximity of homes.

7.6. Water Features'

7.6.1. Though plot holders are permitted to instal a water feature, it is not to exceed the diameter of a large washing-up bowl (approx. 24 inches/65 cm).