

Hummersknott Gardeners' Association

Members Rules and Policies

An agreement made between the Hummersknott Gardeners' Association ('the Association') and the First Named Member listed on the Members Agreement ('the Tenant'). The Members Agreement must be signed for these rules to be binding on either party. These rules incorporate requirements from our landlord, Darlington Borough Council.

Further the other named Members on the signed Members Agreement Form agree with the Association to observe and perform the conditions and obligations set out below. For the sake of brevity in this document the term Member will also mean Tenant but all tenancy rights belong only to the first named Member.

The Association agree to let and the Tenant agrees to take on a yearly tenancy from the 1st day of January the Allotment Garden numbered in the register of Allotment Gardens kept by the Association at a yearly fee payable in advance and set by the Association.

The Member agrees with the Association as follows:

1. That all members have the right to work in a safe and friendly environment. Instances of verbal abuse, threatening or abusive behaviour by members or their visitors will contravene the Members Agreement.
2. Not to cause or permit any nuisance or annoyance to the occupiers of any other allotment garden, nor to the owners or occupiers of any neighbouring property, or to obstruct or encroach upon any pathway, road or car park with fences or hedges or in any other way.
3. That any case of dispute between the Member and any other occupier of an allotment garden in the allotment site, shall be referred to the Association whose decision shall be final.
4. To use the allotment garden as an allotment garden as hereinafter defined and for no other purpose.
5. To keep the said allotment garden and its boundaries (fences, hedges, gates); clean, free from weeds, well fertilized and otherwise maintained in a good state of cultivation, fertility and condition.
6. Site Access Keys: Key(s) will be provided upon payment of a deposit(s). On termination of the tenancy, the Tenant shall return to the Association any key(s) and receive their deposit(s).
7. When using sprays, fertilisers or weed killers the Member must:
 - a) take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur, and
 - b) so far as possible select and use chemicals, whether for spraying, seed dressing or for any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife, other than vermin or pest, and
 - c) comply at all times with current regulations.
8. Not to assign or underlet or part with possession of the said allotment garden or any part thereof.

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9. Not without the previous consent in writing of the Association to plant any trees or fruit bushes or any crops which require more than twelve months to mature.
10. Not without the previous consent in writing of the Association to take or sell or carry away any mineral, gravel, sand, soil or clay or to cut or prune any timber or other trees outside their allotment garden.
11. Any materials, equipment or other items brought onto the site must be for use on the allotment garden and used within a reasonable period of time.
12. The Member must not keep any animals or livestock of any kind other than bees and hens on the allotment site. Those wishing to keep these must show they are competent in keeping them. The Association must be informed, prior to commencement, for Health and Safety reasons.
 - Bees - Keepers must be members of the British Bee Keepers Association either directly or through an affiliated organization and have appropriate insurance. Hives are only allowed in the on-site apiary, not on an allotment garden and are subject to available space.
 - Poultry - Keepers must abide by National and DEFRA guidelines.
13. Structures
 - a) Not without the previous consent in writing of the Association, erect or place upon the said allotment garden or any other part thereof, any building or structure of any kind whatsoever.
 - b) To maintain and keep any such building or structure erected (pursuant to a consent given under sub-paragraph (a) of this clause) in good order to the satisfaction of the Association and if so required by the Association to remove the same at his/her own expense either before or upon the termination of his/her tenancy; the Tenant nevertheless compensating the Association for all damage occasioned by such removal.
14. Not to erect any notice or advertisement on the allotment garden.
15. Not to use barbed wire on any part of the allotment garden.
16. Not to deposit or allow other persons to deposit on the allotment garden any refuse or decaying matter (except manure or compost in such quantities as may be reasonably required for use in cultivation) or place any matter in the hedges, ditches or dykes situated in the allotment site of which the said allotment garden forms part or in the adjoining land. It is the responsibility of the Member to dispose of their allotment garden rubbish in an appropriate manner.
17. When burning allotment garden rubbish on the allotment site, within the times of the year agreed by the Association, the Member must ensure that it does not adversely affect other allotment holders and neighbouring properties. They must not leave any fire unattended or burn any inorganic material, e.g. plastics or carpets, which may result in toxic fumes and residues.
18. The site speed limit is 5mph.
19. All visitors to the allotment site must be supervised by a Member. Children must be supervised by a Member at all times.

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20. Dogs must be accompanied by a Member and kept on a lead at all times while on the site except when they are securely confined to the Members allotment garden. All dog mess should be collected and disposed of properly.
21. That the Member shall inform the Association forthwith of any changes of his/her name; address; telephone number(s) or E-mail.
22. To observe and perform any other special conditions which the Association consider necessary to preserve the allotment garden from deterioration and of which notice shall be given to the Tenant.
23. To observe and perform all conditions and covenants contained in the Conveyance on sale or in the Lease (if any) under which the Council hold the Allotment Site of which the allotment garden forms part of any adjoining land.
24. That the Association shall have the right to refuse admittance to any person other than the Tenant or a member of his/her family to the allotment garden unless accompanied by the Tenant or a member of his/her family.
25. That any officer, servant or agent of the Association shall be entitled at any time to enter the said allotment garden and any buildings erected thereon and inspect the state and condition thereof and to ensure the due observance of the terms of this Agreement.
26. To yield up the allotment garden at the termination of the tenancy, in such condition as shall be in compliance with the conditions herein contained.
27. The tenancy may be terminated by the Association with immediate effect if the rent, due annually as described above, is in arrears for greater than 40 days. (Whether legally demanded or not).
28. The tenancy may also be terminated by the Association by re-entry after one month's previous notice in writing if:
 - a) it appears to the Association that there has been a breach of the conditions and agreements on the part of the Tenant herein contained and provided that if such breach be of the conditions affecting the cultivation of the allotment garden at least 3 months have elapsed since the commencement of the tenancy, or
 - b) the tenant shall become bankrupt or compound with his/her creditors..
29. Notwithstanding anything in this Agreement, this tenancy shall terminate whenever the tenancy or right of occupation of the Association terminates.
30. On termination of this tenancy, the Tenant shall not be entitled to compensation in respect of any fruit trees; bushes; strawberry plants; asparagus; rhubarb or any other crops which have been or are planted in the allotment garden with the consent of the Association pursuant to Clause 9 hereof and which continue productive for 2 or more years or in respect of any building removed under the provisions of Clause 13(b) hereof provided that if the Tenant shall have planted any such crops as aforesaid whether or not he/she has obtained the consent of the Association as hereinbefore provided he/she will nevertheless be permitted to remove the same at his/her own expense.

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31. It is hereby agreed and declared that notice of the rent to apply for the next ensuing year shall be deemed to have been duly given if published within the Associations minutes or distributed to Tenants via Association newsletters or e-mails.
32. Without prejudice to the last preceding clause any notice required to be given by the Association to the Member may be signed on behalf of the Association for the time being and may be served on the Member either personally or by leaving it at his/her last known place of abode, or by the registered letter, or letter sent by the recorded delivery addressed to him/her there, or by e-mail with receipt confirmed by the Member or by fixing the same in some conspicuous manner on the allotment garden comprised herein.
33. Any notice required to be given by the Member shall be sufficiently given if signed by the Member and sent in either a pre-paid letter to the Secretary or an e-mail to the Association's e-mail address.
34. For the purposes of this Agreement the term "allotment garden" shall mean an allotment not exceeding one quarter of an acre in extent which is wholly or mainly cultivated by the Member for the production of vegetables, flowers or fruit crops for consumption by the Member or his/her family.