

**Welcome to Chapel Allerton Allotments and Gardens Association (CAAGA)**

Now that your name has finally reached the top of the waiting list and you know where your plot is, we thought it would be useful to let you know a bit more about the set up:

Gledhow Valley Allotments are on land belonging to Leeds City Council, who set the rents, but are run by CAAGA which is the ‘trading arm’ and managed by a **volunteer committee.** The committee meets every couple of months throughout the year and organises a variety of **meetings, talks and visits** which we hope you will get involved with. To know what is happening you need to: -

* See our **website** at [www.caaga.org.uk](http://www.caaga.org.uk)or follow us on twitter @caaga allotments
* Read your **newsletters** (generally delivered by email, so make sure we have your most recent address)
* Look at the **notice boards** placed near the entrance gates, on the middle carpark and outside the shop (known as ‘the DC’, which stands for ‘Distribution Centre’ – presumably a throwback to our early days!)
* Meet and talk to other plot holders. You can easily do this at our on-site **pop-up café** in the hutch by the DC every Sunday morning from 10:30 until 12:30.

The DC is also open for an hour or so on Wednesday afternoons at 2pm. This is the place to buy all your gardening needs from composts and manures to seeds and plants and everything in between at more than reasonable prices! You will also notice that Dennis Noble and Maggi Jozefowicz, two of your committee members, are nearly always around somewhere on site and are more than happy to give advice and encouragement, should you need it.

There are two other things that are run by CAAGA:

* An on-site **apiary** which was set up over 10 years ago. There is always a good amount of honey available to buy at the DC and if you are interested in becoming involved with the group, or just finding out a little more about bees, please ask.
* Our biggest events are three **Allotment Shows** held in Spring, Summer and Autumn. These are fun events intended to give everyone the opportunity to get involved with showing off their skills. However, they take a lot of organising both beforehand as well as on the day so volunteers are always welcome, and you are particularly encouraged to visit one of the shows as soon as you can to see what it’s all about!

Your committee are always open to suggestions for activities that would be of general interest to our members and any ideas for improvement in either our facilities or the way we run the allotments. All members however take personal responsibility for following the guidelines that you have been given to ensure that the site runs enjoyably for everyone.

**RULES WITH RESPECT TO ALLOTMENT GARDENS**

Leeds City Council Rules with respect to Allotment Gardens, as adopted by CAAGA.

1. Payment of Rent
* The rent of an allotment garden shall be paid yearly in advance on the 1st day of October in each year and
* If the rent is unpaid on or by the 10th day of November in any year, then (unless the Association Committee agrees in writing to the contrary) the tenancy terminates automatically.
* The Association Committee reserves the right to increase the yearly rent on and from 1 October in any year after giving not less than six months written notice to the tenant.
* A bond of £25/£30/£40 is payable when taking on a plot, which includes the provision of keys for site facilities. This bond will be returned in full provided that the plot is vacated in a fit condition to be re-let and keys are returned. The Association Committee reserves the right to retain some or all the bond if these conditions are not met and work is required to re-let the plot.

1. Termination of a Tenancy of an Allotment Garden
* The tenancy of the allotment garden (unless otherwise agreed in writing by the Association Committee) shall terminate upon the death of the tenant. (The Association Committee will afford members of the family of the deceased to removing growing crops). All tenancies will terminate if the Council ceases to own or have the right of occupation of the allotment land. The tenancy may be terminated by the Association Committee by re-entry after one month’s notice: - (1) If the rent is in arrears for more than 40 days
* If any tenant is in breach of the Allotment Garden Rules affecting the allotment garden or any other terms of condition of their tenancy. The tenancy may also be terminated by the Council by giving such notice as is provided for at section 1(1) of the Allotments Act 1922 A tenant may terminate the tenancy at any time Services of Notices, any notice from the Association Committee may be served on a tenant either personally or by leaving it at his last known postal address or by fixing the same in a conspicuous manner at the allotment garden. Any notice from a tenant to the Association Committee is served on the Association Committee by handing the same to a member of the Association Committee or by delivering the same or posting the same by first class letter post to the Association Chair or Secretary.

3. Power to Inspect Allotment Gardens Authorised Officers of the City Council

* shall be entitled at any time to enter and inspect any allotment either administered by the City Council or leased to a Self-Administered Association. A key for the gate or the combination number of the lock on Self-Administered allotments shall be deposited at the Allotment Office with a durable label bearing Allotments Site name.

4. General Conditions under which the Allotment Gardens are to be Cultivated Every tenant of an allotment garden shall comply with the following conditions:

* To keep the allotment garden clean free from weeds and cultivated with compost or recognised soil improver and otherwise maintain it in a good state of cultivation and fertility.
* Not to place or keep on the allotment any carpet, Plastic sheeting or other covering other than weed suppressant membranes for that purpose and Not to bring onto or store on the allotment (or in any structure) materials or substances of any kind not for reasonably immediate use on the allotment – no asbestos, building materials, poisons etc.
* To cultivate at least 60% of the area of the allotment to produce edible crops; the remaining 40% may be used for other horticultural leisure purposes (lawn, flower beds etc.). Children’s swings, paddling pools, or similar are not permitted. Cars must not be parked on allotment plots.
* To cultivate the whole of the allotment garden personally and not to underlet, assign, exchange or part with the possession of the allotment garden or any part of it without the written consent of the Association Committee such consent to be at the absolute discretion of the Association Committee.
* To keep the internal hedges, and the internal face of adjoining boundary hedges on the allotment garden properly cut and trimmed and to keep all ditches and water courses clean and free flowing. Note: The Council retains responsibility for all external boundaries and the trimming from time to time of the top and external face of allotment site boundary hedges.
* As regards the allotment garden to observe and perform all conditions and covenants contained in the conveyance or in the lease or in any other agreement under which an Allotment Association holds the land.
* To observe and perform every other condition which an Allotment Association or the council considers necessary to preserve, develop and/or improve the allotment garden.
* Not to cause any nuisance or annoyance to the occupier of any other allotment garden nor the owners or occupiers of any neighbouring property nor obstruct nor encroach upon any path set out for the use of the occupiers of the allotment gardens. Failure to observe this condition will constitute a serious breach of this agreement on the part of the tenant and will result in one months’ notice to terminate the tenancy.
* To maintain in usable and unobstructed condition a pathway wide enough for the passage of a wheelbarrow between plots. The suggested minimum width is 2.5 ft.
* Not without the written consent of the Association Committee, prune any timber or other trees and not to sell or carry away any turf, mineral or gravel, sand or clay.
* Not without the written consent of the Council or an Allotment Association, erect or place or permit on the allotment garden any building, greenhouse, polythene tunnel or other structure except as those permitted. See structure rules.
* Not without the written consent of the Allotment Association to allow external contractors onto the site for the purpose of undertaking work such as ground clearance.
* Not to use barbed wire or any other fencing material that may cause injury on a fence or as a fence adjoining any path set out for the use of the occupiers of the allotment gardens.
* Not to plant any trees or shrubs that will overhang or interfere with any other allotment or any path or roadway on the allotment land.
* Not to keep any animals, poultry or pigeons at the allotment.
* Not to plant or permit to grow on the allotment any willow, poplar, leylandii or any other trees which produce non-edible fruit. Failure to comply with this Rule will constitute a serious breach of this agreement on the part of the tenant and will result in one months’ notice to terminate the tenancy.
* Tenants are permitted to bring a dog onto the allotment provided it is on a lead and always kept within the confines of the allotment plot, and provided that it does not cause a nuisance or annoyance to any other person. All dog faeces must be removed from the allotment site. Failure to observe this condition will constitute a breach of the agreement on the part of the tenant and will result in this permission being withdrawn.
* Not to light any fire on any part of the allotment so as to allow smoke to drift across a road or cause a nuisance or an annoyance to any person or persons.
* All plot holders are entitled to enjoy the use of their plot peacefully and in comfort without the fear of harassment whether verbal or physical for whatever reason. Any form of harassment, which reduces the quality of life of any other plot holder will not be tolerated and may lead to the termination of a tenancy.
* To indicate the number of the allotment plot by a number peg or board, placed in a prominent position on the allotment.
* All plot holders should ensure that any chemicals used do not seep or drift onto neighbouring plots, and to ask advice of the Committee if they propose to use any non-standard products.
* Not construct a pond, bury a tub, tank or bath below ground level and not to construct or keep a container, tub or tank containing water above ground level which may be a hazard to any person.
* Not to deposit or permit to remain on the Allotment Garden any refuse or any decaying matter (except manure and compost in such quantities as may be reasonably required for use in cultivation) or place any such matter in hedges, ditches or dykes on or adjoining the allotment. Upon the termination of the Tenancy, (for whatever reason), the Tenant shall remove any structure on the vacated plot if it does not comply with the Approved Structures Details or if it has not been maintained properly in accordance with Approved Structures Specific cation. Failure to comply will mean that the Association or the Council will remove the structure and invoice the ex-tenant. (This ruling shall apply equally to both structures erected by the tenant or bought or inherited by them from the previous plot holder).

Keeping Chapel Allerton Allotments, a safe site

If you have an allotment, you will know that there are always potential hazards, from putting a fork through your foot to being stung by a bee. Nonetheless, it is very important that everyone who uses the site takes responsibility for keeping the site safe for themselves and others, and this has always been part of the rules. Please have a good look at your plot.

An allotment site is not a show garden, so we have drafted the following guidance to make it clear what this means for you as a plot holder, and we now need your co-operation in making improvements. By signing this document and returning the tear-off slip you are agreeing that you understand what the standards are and the possible consequences of not acting if hazards are noted on your plot, you will get a formal notice for improvement. This will be like an 'uncultivated plot letter' and if nothing is done, your tenancy may be terminated.

**What you need to do**

*You have a duty of care to anyone on your plot, regardless of whether you have given permission for them to be there.*

* This means that your plot must be always kept free of hazards, e.g., broken glass, scrap metal, sharp-edged borders etc. These should be taken off site or put in the skips or broken glass bins.
* If you have a shed or other structure on your plot, you are responsible for ensuring that it is structurally sound and not liable to partially or totally collapse.
* Potentially hazardous chemicals such as pesticides must be stored safely in marked containers out of reach of children, and no banned or outdated chemicals should be kept – there is a list of these in the DC.
* Water storage containers should not be a potential hazard (e.g., so that anyone, including a child, could fall in). If they are covered, the cover must be secure.
* If you notice any hazard on your plot, you will take action to rectify this without delay.
* If you are aware of any hazard anywhere on the site, you will report this at the D.C. where it can be recorded.
* If you bring children on to the allotment site, it is your responsibility to ensure that they are always supervised and remain on your plot.

The Committee willcarry out an assessment of the state of the site periodically. Hazards affecting the site generally will be flagged up on the notice boards, for everyone to action in the areas near them. Potentially hazardous ground conditions will be signed where appropriate.

Specific hazards on plots will be notified to plot holders individually. If there is no action by the next inspection, the Committee will give out a formal notice for improvement to the plot holder concerned. This will be like an 'uncultivated plot letter' and if nothing is done, may result in a tenancy being terminated.

The Committee has set up a hazard reporting system at the D.C. and the Lettings Secretary will report on hazards flagged up by plot holders at the CAAGA Committee meetings or with the Maintenance sub-committee if the matter is urgent.

The Committee will continue to maintain glass collection areas for plot holders to dispose of glass which the Committee will arrange to have removed, and to provide skips for the disposal of other waste material.

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**DECLARATION**

I confirm that I have received and read the rules relating to my role as a plot holder in maintaining safe and secure conditions on Chapel Allerton allotments site.

I agree that I will abide by these rules and that I understand that failing to act on a request to improve may result in the termination of my tenancy.

Name (block capitals) ………………………………………… Plot No.(s) ……………………

Signed: ………………………………………………………… Date: