

# **STREETSCENE ALLOTMENT GUIDELINES**



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## **Aims & Objectives**

To promote allotment gardening to all regardless of age, race, gender or disability. To control, manage and maintain the allotment sites licensed or entrusted to it by Newport City Council within the terms and conditions of the Devolved Management Agreement.

## **Site Secretary's Role**

The Site Secretary's role will include:

- Keeping an up to date register of all Tenants and submitting the list as and when necessary to the Association Secretary by the 30<sup>th</sup> November each year.
- Issuing Tenancy Agreements, ensuring that they are completed and returned.
- Arranging for the collection of rent and issuing of receipts.
- Maintaining an up to date waiting list and updating the Association Committee monthly.
- Ensuring site Risk Assessments are up to date and details of any incidents or accidents are kept on file for a period of 5 years. Updated risk assessments shall be copied to the Allotments Officer.
- Maintenance of the site noting any problems which may need to be referred to the relevant Association.
- Liaison with the relevant Allotment Association.
- Ensure all information is disseminated to Tenants by leaflets or notice boards.
- Implementing and ensuring compliance with the complaints procedure.
- Act as an arbitrator in minor disputes between Tenants.
- Ensuring all Tenants adhere to water saving measures on all allotments.
- Take monthly water meter readings and relay these to the Group Secretary.
- Completing and returning an annual survey by 30<sup>th</sup> November to the Allotment Officer.
- Arranging an Annual General Meeting for the election of committee members of which a minimum of 14 days prior notification must be given.
- The Site Secretary or appointed representative will attend the relevant Association meetings.
- General administrative duties relating to meetings etc.

## **Code of Conduct**

The Site Secretary will agree to abide by the Rules, Regulations and Constitution of the Association.

Suitable conduct is required at all times and aggressive, bullying or intimidatory behaviour is not acceptable.

The Site Secretary must be mindful that he/she is a representative of Newport City Council, the Association, and their site. They are not immune from the complaints procedure and must act in an appropriate manner befitting this position.

## **ASSOCIATION SITE MANAGEMENT**

### **Election of Site Officers**

It is recommended that each site elects as a minimum, a Chair Person, Secretary and Treasurer and in addition Co-opted members as required depending on the number of Tenants on the site. No two family members, husband and wife or the alike will be permitted to hold a position of office at the same time.

The process of election will be fair, transparent and democratic. A ballot will be held if more than one nomination is received for any or all positions.

The Site Secretary will arrange a suitable meeting place to hold an Annual General Meeting.

The date will be set by the Site Secretary who will ensure the previous year's minutes are available and collect any nominations for positions. A minimum of 14 days notification of the meeting shall be conveyed to all Tenants either in a notice board, posters around the site or individual letters.

### **Payment of Rent**

The cost per 25M<sup>2</sup> is set by the Council and is subject to annual review. The Association will be given notice of any increase by June.

The Association then decides on the level of their fees which is required to contribute to the following:-

- The individual site account for any improvement works.
- Nominal sum towards the running costs of the Association.
- Contribution towards the Associations Public Liability Insurance.
- Membership of the National Society of Allotment and Leisure Gardeners Ltd.
- Site membership.

This rent is paid into the Association Account who pay the insurance and NSALG.

## The Tenants Responsibility

The Tenant must not leave any tools or other equipment unattended on common pathways or other such areas of the site nor in a way that may cause accident or injury and must ensure that such tools and other equipment are used carefully and with due regard to the safety of others.

The Tenant must ensure that tools and other personal equipment are kept safe and secure when not in use. The Tenant acknowledges that the site committee or other Tenants or Newport City Council accepts no responsibility for the loss of or damage to such items however caused nor does the site committee or other Tenants or Newport City Council accept any responsibility for any injury caused by such items however caused.

Any person being a guest of a Tenant will be deemed to be the responsibility of that Tenant as regards to their conduct and health and safety.

Children MUST be supervised at all times by a responsible adult.

Aggressive behaviour will not be tolerated and all plot holders will act in a reasonable manner at all times. In addition they will not indulge in activities that could be deemed anti – social.

## **Cultivation and Probation Period**

### Cultivation

The definition of cultivation is the practice of improving the condition of the soil prior to establishing crops or decorative plants. Allotment Tenants will be required to ensure their plot or plots are weed free to eliminate the possibility of weed contamination of any other plots.

### Probation Period

A new Allotment Tenant will be subject to a twelve month probation period and will be required to cultivate their plot or plots from the start date of their probation period as follows:-

- 25% in 3 months
- 50% in 6 months
- 100% in 12 months

In the event of any of the above targets not being achieved, the Site Secretary will ask the Tenant for an explanation, if the Site Secretary is satisfied with the explanation provided, no further action will be taken however, if in the opinion of the Site Secretary the explanation is unsatisfactory, the Site Secretary has the authority to terminate the Tenancy with immediate effect of which the Tenant will be required to immediately leave the site.

Upon the satisfactory completion of the twelve month probation period and all above target being achieved, every allotment Tenant will be required to have their plot or plots ready for 100% cultivation thereafter. Any breaches of the allotment rules after the twelve month probation period will be dealt with under the Allotment Associations Disciplinary Procedures.

### Ownership of Goods and/or Produce following termination or relinquishment of plot

Following the termination or relinquishment of a plot for whatever reasons, the Tenant has 28 days to remove any produce, buildings or tools which belong to them.

Anything that is left on the plot after this period is deemed to belong to the site. The Site Committee will make the appropriate arrangements to distribute any produce, buildings or tools which will gain the maximum benefit for the site and its Tenants.

No individual Tenant will be permitted to remove anything from a vacant plot without the authorisation of the Site Committee.

If the Tenant has died, it will be the responsibility of the next of kin to arrange the removal of any property. The Site Secretary will take into account the circumstances if additional time is required.

### Clearance of Overgrown Plots

If an area within a site is in such poor condition, the Site Secretary may, subject to approval from the Site Committee, allow Tenants to have overgrown plots free of charge for a maximum period of one year.

The Tenant will not be expected to pay the rate per 25M<sup>2</sup> but will be required to pay the Association, Site, Insurance and NSALG membership fees.

## **RULES AND REGULATIONS**

### Risk Assessments

Every Tenant should make themselves aware of any potential hazards which may exist and should be vigilant in ensuring that the site is maintained in a clean and safe condition. This includes reporting any risks to the Site Secretary who will update the Association.

Every Tenant shall comply with all relevant Health and Safety laws and exercise a 'Duty of Care' towards them and others at all times.

## Bonfires

Tenants will be expected to compost whenever possible rather than burn. Almost any non-woody plant, including many weeds can be composted.

Fires must be for the purpose of burning diseased plant material that cannot be composted and should only be lit when the material is dry to reduce the amount of smoke produced and in favourable weather conditions only so as not to cause a nuisance to adjacent properties.

Notifiable/Pernicious weeds such as Japanese Knotweed and plants infected with fungal diseases like Club Root, Downey Mildew or White Rot should be burnt (when dry) or taken to an approved tip. Japanese knotweed is regarded as hazardous waste and therefore must not be removed by the Tenant.

Non vegetable matter such as plastic, rubber, roofing felt or bitumen, carpet etc. shall not be burnt. Flammable liquids such as old sump oil, petrol etc. shall not be burnt or used to light fires.

If a complaint is received from another Tenant or member of the public and the fire is deemed to be a nuisance, it must be extinguished immediately.

Adequate means of extinguishing the bonfire should be kept adjacent to a fire in case of emergencies. The bonfire must be extinguished properly and the embers raked over to ensure that the bonfire will not reignite.

- Do not light or look after fires for other plot holders.
- Fires must not be lit in close proximity to boundary hedges or buildings.
- No other material other than that produced on your plot shall be burnt.
- Any fires must be completely extinguished before leaving site or dusk.
- You are advised to make a note of when a fire is lit and extinguished

Please note:-

Newport City Council or any member of the Site Committee will not accept any liability for any loss, damage or nuisance caused to other plots or adjacent land, nor injury caused by bonfires. Any such loss, damage, nuisance or injury caused will be regarded as the responsibility of the person lighting the fire.

## Composting

There will be a presumption for composting at all times, on an individual basis and as a site if applicable.

Reliance on the provision of skips will be minimal and shall be for the disposing of material which cannot be composted only. (No household material/domestic waste to be brought on site and disposed in the skips provided).

Where possible, the segregation of material for recycling should take place and disposed of at an authorised site.

## Water consumption

The Site Secretary or “appointed person” will take water meter readings during the first week of every month which will then be given to the Association Secretary.

It is the responsibility of every Tenant to conserve as much water as possible from suitable building roofs. The storage of water should be in a suitable container which cannot be tipped when full.

Every precaution should be taken to prevent contamination of the water supply. The rinsing of containers containing adverse substances is strictly prohibited.

The use of sprinklers or any irrigation system from the mains water supply is strictly prohibited.

Hose pipes should only be used for filling of water butts and not for general watering purposes. In exceptional circumstances e.g. disabled users, the Site Secretary may allow the use of hose pipes but the consumption of water should be closely monitored.

All Tenants must immediately report any water leaks to the Site Secretary and try to prevent further loss until a permanent repair has been carried out.

Taps must be turned off after use; dripping taps must be immediately reported to the Site Secretary.

It is a mandatory requirement that all water supplies must be turned off at the main stop cock and the system drained down if possible. The following dates are to be used as a guide 1<sup>st</sup> November to 1<sup>st</sup> April.

Extensions or repairs to the water system are only permitted with the authorisation of the Site Secretary/Committee.

## Sheds and Greenhouses

Not all sites allow buildings to be erected; it is therefore the responsibility of the Tenant to ascertain what, if any buildings are allowed and what materials are permitted which will be subject to the agreement of the Site Secretary.

All new builds shall be of commercial construction or the alike and will need to blend in with the environment.

Maximum sizes are as follows and can be subject to review:-

Sheds	6' x 8' - height to eaves max. 6' 6"
Greenhouses	10' x 8' - height to eaves max. 6' 6"
Polytunnel	6M x 3.5M
Summerhouse	6' x 8' - height to eaves 6' 6"

Poly-tunnels will be subject to the approval of the Association of which will be restricted to only one per plot irrespective of the plot size. This does not apply retrospectively.



Where possible, all sheds will be placed to the rear of the plot and set on dry laid foundations raised 6" above the ground.

Greenhouses will be erected on brick or pre-cast concrete blocks or wood frames which must be adequately secured and shall be a minimum distance of 1 Metre from the edge of any path.

Glazing in any building must be of glass, rigid clear Perspex material or polycarbonate.

All buildings must be painted or treated with a preservative at regular intervals to present a smart appearance and should blend in with other structures on the site.

The roof, sides and surrounding areas must be clean and tidy at all times.

Where a building will be erected against a boundary fence or private garden a minimum gap of 2ft must be left to allow access for painting etc.

A building shall be deemed as temporary and only used in connection with the allotment activities of the plot on which it is situated. They shall be removed by the Tenant on the cessation of their tenancy unless the incoming Tenant makes a private arrangement with the outgoing Tenant.

All buildings must be maintained in a good state of repair and condition to the satisfaction of the site committee. If any building is deemed to be in a poor state of repair, notice will be served outlining the repairs required and must be carried out within one month. Failure to carry out the repair may result in the loss of tenancy.

No business or trade may be carried out by any individual on any allotment site.

Newport City Council or any member of the Site Committee will not accept liability for any loss by accident, fire, theft or damage to any tools or contents in the building.

Any building shall be used for allotment purposes only. The Tenant shall not reside in, sleep or use for a building for any other purpose.

#### Liaison with Local Neighbourhood Police Teams

It is recommended that any break-ins, vandalism or thefts are reported to the police and where possible the local PACT team. It may be useful to attend the local neighbourhood meetings.

#### Storage of Flammable Materials and Chemicals

Storage of paraffin in sheds or greenhouse is only permitted in suitably labelled containers. Storage of petrol should be kept to a minimum and is only permitted in registered petrol containers with built in ventilation. All materials should be stored out of direct sunlight and out of sight of casual observation.

Any chemicals must be compliant with COSHH regulations and any other relevant legislation.

### Boundary hedges/Ditches/Fences

The Tenant shall keep every hedge (if any) that forms part of the boundary of his/her Allotment Garden(s) properly cut and trimmed: keep all ditches properly cleaned: maintain and keep in good repair any other fence and any other gates or sheds on his/her Allotment Garden(s).

Each plot holder will responsible for maintaining the inside boundary hedge adjacent to their plot.

There are sites where an outside boundary hedge was planted for additional security reasons and in such circumstances the Allotment Secretary will ensure they are maintained and the risings disposed of.

### Association Meetings

Each Association will hold regular meetings to which each Site Secretary or representative will be expected to attend.

Each meeting is used to discuss relevant allotment gardening issues, problems and solutions and is a general exchange of information. Where issues cannot be resolved or advice is required, this should be passed to the Councils Allotment Officer through the Association Secretary.

### Rules and Regulations of the Association

These are as laid down in the Devolved Management Agreement between the Council and the Associations.

They ensure that the Association has:-

- A Constitution.
- Holds an Annual General Meeting (AGM) to elect officers to the Association having notified each individual Site Secretary of the date, place and time of the meeting.
- Copy of the minutes is sent to the Allotments Officer.
- Each individual site adheres to the Association's Constitution and makes any relevant amendments specific to each site as necessary.
- Where amendments are made, a copy should be lodged with the Association Secretary for safe keeping.
- Ensures each site holds an Annual General Meeting to elect Site Officers (even if the Officers retain their positions).

### Election of Association Officers

The election of officers to serve on the Association can only take place at the Annual General Meeting.

All officer nominations should be made to the Association Secretary in writing prior to the meeting and the nominee should agree to their name being presented. Current officers can be nominated to continue in post if no other nominations are received but only with their agreement.

A Tenant can be nominated for any position.

The vote for officer positions shall be made by a show of hands with each site voting once for each position. If a show of hands is deemed unacceptable then ballot papers can be used.

The minimum positions to be filled are:-

- Chairman
- Secretary
- Treasurer

Additional positions being:-

- Vice Chair
- Co-opted members

### Budget Forms

The Association Secretary will provide Budget/Self Help forms for each site to complete to ascertain works required. All forms should be completed and returned to the Association Secretary by the end of the March meeting. Additional forms may be submitted as and when necessary.

## APPENDIX 1

### LIST OF STATUTORY ALLOTMENT SITES

	<b>Newport</b>
1	Barrack Hill
2	St Julians
3	Bettws
4	Bryn Bevan
5	Coldbath
6	Castle Mews
7	Caple Crescent
8	Christchurch Road
9	Coed-Melyn
10	Coldra Road
11	Coomassie Street
12	Duffryn
13	East Grove Road
14	Haldane Place
15	Hawthorne Square
16	Maesglas Grove
17	Ladyhill
18	Myrtle Grove
19	Portland Street
20	Pugsley Street

21	Radnor Road
22	Market Gardens
23	Vivian Road
24	Cae-Perllan

## **APPENDIX 2**

### **ALLOTMENT DISPUTES PROCEDURE**

Disputes involving individual Allotments Sites plot holders will be dealt with in the following manner:

If a plot holder is found to be in breach of any of the terms of the Tenancy Agreement, Site Specific Rules or if a dispute arises between plot holders, the Site Secretary will firstly approach those involved to establish the reasons for the problem and make every effort to find an amicable resolution.

If in the opinion of the Site Secretary the plot holder is at fault and is unwilling to agree to a resolution, the Site Secretary has the authority to issue a first warning letter. The first warning letter will outline the reasons and give 28 days for the plot holder to rectify the problem. The Site Secretary will inform the site committee of the situation.

If the plot holder has not conformed to the requirements of the first warning letter within 28 days, the Site Secretary will issue a second (final) warning letter referring to the first letter giving a further 28 days and highlight that failure to comply by the second date will result in the issuing of a Notice to Quit.

If the plot holder has not conformed to the requirements of the second (final) warning letter within 28 days, the Site Committee will be informed and a Notice to Quit will be issued. The Association must be informed when a Notice to Quit is issued.

A Notice to Quit will instruct the plot holder to vacate the plot and remove all items within 28 days. The Site Secretary has the right to distribute or dispose of any items which have not been removed after the 28 days. No individual plot holders are allowed to remove anything from the vacant plot without the authorisation of the Site Committee.

If a plot holder disagrees with the decision of a Site Secretary in relation to either a first or second (final) warning letter or a notice to quit, he or she can ask for the case to go before the Site Committee. If the Site Committee finds in favour of the Site Secretary and the plot holder is still not satisfied he or she has the right to request the case be put to the Association Committee. The Association Committee will look at the evidence from all parties and form an independent decision which will be confirmed to all relevant parties in writing. The decision of the Association Committee will be final.

A warning letter will remain in force for a period of five years from the date of issue. Any subsequent breach will result in a second (final) warning letter or notice to quit (as appropriate) being issued.

Other than in exceptional circumstances (to be determined in the absolute discretion of the Site Committee) non payment of rent or refusal to sign a Tenancy Agreement will result in the immediate termination of a Tenancy without the necessity of following the above procedure.

In cases of a more serious breach the Site Secretary may in his absolute discretion proceed directly to either the second (final) warning letter stage or to the issuing of a Notice to Quit. A non-exhaustive list of examples of more serious breaches includes wilful disregard of a warning letter; verbal abuse; physical abuse; any other conduct which in the reasonable opinion of the Site Secretary places the use of the Allotments or other plot holders or officials at risk. The various stages set out in the above Procedure may cover more than one financial year.