

Buckhurst Hill Leisure Gardens CIC
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Buckhurst Hill Leisure Gardens CIC (BHLGCIC) Rules

BHLGCIC is intended to serve the interests of all Tenants of the Allotment Sites at Forest Edge, Lower Queens Road, Monkams, Palace Gardens and River Housing. The purpose of the Allotment Garden, referred throughout this document as the Plot, is the cultivation of vegetable, fruit and flower crops for consumption and enjoyment by the Tenant, family and friends. It will function for the benefit of all if Tenants abide by the Rules which are administered by their own elected representatives. The maintenance of attractive Allotment Sites will be shared by all Tenants on each site and the help that each can give in a spirit of neighbourly goodwill can make all the difference between a pleasant environment and an untidy and unsightly one.

The tenancy is subject to the Allotments Acts 1908 to 1950, the signed BHLGCIC Tenancy Agreement and the BHLGCIC Rules which include the Code of Conduct, Bonfire Code, Diversity and Privacy Policies. These are all available on the allotments' website: www.buckhursthillallotments.co.uk

BHLGCIC acts by its officers and Site Managers in administering these Rules.

1. Eligibility

- 1.1 BHLGCIC may divide the Allotment Site into suitable Plot and may give public notice by appropriate means setting out the particulars of any Plot that they propose to let.
- 1.2 Applications for Plots shall be made to the Letting Officer and BHLGCIC will maintain a waiting list of potential Tenants and let any vacant plot in accordance with these rules.
 - 1.1. Vacant plots shall be offered to those on the waiting list at each site in order of date of application. Where a waiting list for plots on any site exists then preference shall be given to persons residing in the parish of Buckhurst Hill.
 - 1.2. BHLGCIC shall not offer a plot to an existing allotment plot holder for so long as there are applicants on the waiting list.

2. Cultivation

- 2.1 The Tenant shall keep their Plot clean, free from weeds and well manured and otherwise maintain it in a good state of cultivation, fertility and condition.

3. Trees

- 3.1 The Tenant shall not without the written consent of BHLGCIC cut or prune any trees, apart from carrying out the recognised pruning practices of small fruit trees on their own Plot.
- 3.2 The Tenant shall not plant any trees other than dwarf fruiting trees and or fruiting bushes without the prior consent of BHLGCIC.

4. Hedges and Paths

- 4.1 The Tenant shall keep every hedge that forms part of the boundary of their Plot properly cut and trimmed, all pathways within the Plot trimmed and well maintained and all pathways between Plots trimmed and well maintained up to the nearest half width by each adjoining tenant, keep all ditches properly cleansed and maintained.
- 4.2 The Tenant shall not use any barbed or razor wire (or similar) for a fence adjoining any path on the Allotment Site.

4.3. Public paths and access ways (roads) must always be kept clear.

4.4. All paths must be kept to a minimum of 45 centimetres wide.

5. Security

5.1. The Tenant shall be issued with a key to access the Allotment Site either by car or on foot. No replicas are to be made. No keys shall be passed to anyone other than the person authorised by the Tenant to work on their Plot.

5.2. The key is to be used by the Tenant only or by an authorised person.

5.3. For the protection of lone tenants and prevention of unauthorised visitors the main access gate shall always remain closed except when entering or exiting the Allotment Site. Tenants leaving an Allotment Site must establish whether they are the last people to leave the site, and if they are, or believe that they may be, then they must lock the gate on departure.

5.4. If a Tenant finds an intruder or apparently unauthorised person on the Allotment Site, then the Tenant should ask that person under what authority they are present. If no valid reason for their presence is apparent, then the Tenant should politely ask that person to leave. All such incidents should be reported to Site Managers who may in turn notify the Police. In no circumstances should Tenants place themselves in a position of potential physical danger.

6. Inspection

6.1. An officer of BHLGCIC may enter a Plot for inspection of the state of cultivation and general condition of the plot and full access must be given by the Tenant to the officer.

6.2. Where a Tenant fails to maintain a good standard of cultivation, BHLGCIC will serve a "Notice to Improve" giving 14 days for improvement. Failure to improve the Plot may lead to termination of the Tenancy.

7. Water/Hoses /Fires

Water is a finite resource and a major annual cost for BHLGCIC. Tenants are encouraged to use water responsibly.

7.1. Where water dip-tanks are provided a charge is made for this in the rent.

7.2. The Tenant shall observe reasonable water usage and as far as possible practice mulching, rainwater harvesting and other water conservation practices.

7.3. The Tenant shall always have consideration for other tenants when extracting water from water dip-tanks by means of watering cans. No hoses are to be used at any time. The siphoning of water from BHLGCIC's on-site taps and dip-tanks by pipes, hoses or other means to other personal tanks or directly onto Plots is strictly prohibited.

7.4. The lighting of fires is prohibited during the months of April to September inclusive. Tenants must adhere to refer to the Bonfire Code.

7.5. The burning of the following materials during October to March only is allowed
(i) diseased plants; and
(ii) dried-out organic material

that will burn with minimum smoke or hazardous residue

7.6. All fires must always be attended and not cause a nuisance to neighbouring residents or other plot holders. All fires must be fully extinguished before leaving the site. The Tenant shall not bring or allow to be brought on to the Allotment Site any materials for the purpose of burning such waste.

8. Children

- 8.1. All children under the age of 14 years must be accompanied by a Tenant or an authorised adult who is responsible for their good behaviour. Children to be always supervised and should not be allowed to stray onto other plots.
- 8.2. No play equipment or play structures are allowed on any of the Plots or area within the Allotment Site.

9. Dogs & Livestock

- 9.1. The Tenant shall not bring or cause to be brought onto the Allotment Site a dog unless it is always held on a leash and, once on site, it should remain securely tethered on the Tenant's Plot only. It shall not cause a nuisance to other tenants. Any faeces to be removed and responsibly disposed of off-site by the Tenant.
- 9.2. The Tenant shall not keep any animals or livestock on their Plot.

10 Buildings and Structures

- 10.1. No buildings, walls or structures may be erected on the Plot by Tenants. Greenhouses are not permitted on Plots.
- 10.2. Temporary frames and enclosures for the cultivation of crops must not exceed 2 metres in height with only suitable netting to be used.
- 10.3. Sheds and polytunnels must have permission and comply with the specifications and conditions set out in these rules.
- 10.4. Tenants shall not store oil, fuel, lubricants or other inflammable liquids on the Plots.
- 10.5. BHLGCIC will not be held responsible for any loss by accident, fire, theft or damage of any tools or contents in a toolbox, polytunnel or shed. The tenant must keep polytunnels and sheds in a good, clean and safe condition. BHLGCIC is not responsible or not liable for the structural condition or use of the polytunnels and sheds on any Plot.

11. Toolboxes

- 11.1. A single toolbox is permitted on each Plot not exceeding a footprint of 1.5 metres (5 ft) by 1 metre (3 ft) and maximum height 1.3 metres (4 ft). They can be erected without seeking permission; however, consideration needs to be given to their location so as they do not to impact upon adjoining allotments.

12 Polytunnels

- 12.1. Tenants must apply in writing for permission to erect a polytunnel. The maximum dimensions of the polytunnel are 3.6 metres (12 ft) by 3.6 metres (12 ft) and maximum height 1.8 metres (6 ft). A polytunnel will only be permitted on plots of 5 rods and over. Only one polytunnel per plot is allowed.
- 12.2. Polytunnels must be sited in the location agreed on the application form. They must be anchored securely and have no permanent footings or concrete bases. The polytunnel is to be of an approved design/specification acceptable to BHLGCIC. It must have guttering attached and a water butt for water collection and be kept in good, clean and safe condition.
- 12.3. An additional annual water charge will be made for polytunnels for mains water usage.
- 12.4. Polytunnels must be situated in such a way that minimal shade falls on an adjoining tenant's allotment. If adjoining neighbours may be affected by shade an agreement can be made between them and the applicant at the time of application by providing details on the application form.
- 12.5. Upon giving up a Plot the tenant shall remove the polytunnel, unless it is required by an incoming tenant. BHLGCIC must be advised in writing. Failure to remove the polytunnel may result in BHLGCIC removing the polytunnel and charging the cost to the outgoing tenant.

13. Sheds

- 13.1. Tenants must apply in writing for permission to erect a shed. The maximum dimensions of the shed are 2.5 metres (8 ft) by 1.5 metres (5 ft) and maximum height 2.1 metres (7 ft) in size. A shed will only be permitted on full-size Plots. Only one shed per Plot is allowed.
- 13.2. Sheds must be sited in the location agreed in the application form. They are to have secure footings but no concrete bases are to be constructed. The shed to be constructed in timber only and the colour of the preservative or paint work to be as agreed in the application form. The shed must be kept in good structural condition and it is the tenant's responsibility to ensure it always remains safe, the BHLGCIC is not liable for the shed, its use or its contents. The shed to be fitted with guttering and a water butt for water collection. Glass substitutes (such as Plastic/Polycarbonate/Perspex) must be used for any windowpanes as glass is not allowed on site.
- 13.3. Sheds must be situated in such a way that minimal shade falls on an adjoining tenant's Plot. If adjoining neighbours will be affected by shade an agreement must be made between them and the applicant and details provided in the application form.
- 13.4. Upon giving up a plot the tenant may be required to remove the shed unless it is to be taken on by the incoming tenant. If this is the case, then BHLGCIC must be advised in writing. If there is no incoming tenant agreement is required with the BHLGCIC for the shed to remain.

14. General

- 14.1. The Tenant shall not deposit or allow other persons to deposit on the Allotment Site or Plot any rubbish, refuse or any decaying matter (except manure and compost in such quantities as may reasonably be required for use in cultivation) or place any matter in the hedges, ditches or dykes in or surrounding the Allotment Site.
- 14.2. All non-compostable waste shall be removed from the Allotment Site by the Tenant.
- 14.3. The Tenant shall not utilise carpets or underlay containing synthetic fibres or similar materials on their Plot.
- 14.4. Glass is not allowed on the Allotment Site.

15 Chemicals, Pests, Diseases and Vermin

BHLGCIC recommends trying to minimise the use of pesticides, herbicides and inorganic fertilisers, or reduce the levels of use over time.

- 15.1. Only commercially available approved products from garden or horticultural suppliers shall be used for the control of pests, diseases or vegetation.
- 15.2. When using any sprays or fertilisers the Tenant must:
 - 15.2.1. Take all reasonable care to ensure that adjoining Plots, hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur, and
 - 15.2.2. 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, birds and other wildlife, other than vermin or pests, and
 - 15.2.3. Always comply with current regulations on the use of such sprays and fertiliser.
- 15.3. The use and storage of chemicals must follow all relevant legislation.
- 15.4. Any material incidence of vermin (rats) on the Allotment Site must be reported to the Site Manager.

16 Notices

- 16.1. The Tenant will endeavour to maintain the plot number provided by BHLGCIC in good order and ensure it is always visible.
- 16.2. The Tenant shall not erect any notice or advertisement on the Allotment Site without prior consent of BHLGCIC.

17 Parking

- 17.1. Only the Tenant or persons acting for them shall be permitted to bring vehicles onto the Allotment Site and they must be parked in the designated areas for parking and not obstruct the vehicular or pedestrian pathways at any time.

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