

The ColGlen Growers(the Committee)

Rules of Tenancy

1. Any matters not provided for in these rules shall be dealt with by the Committee at their discretion.
2. Tenants will be held responsible for the due observance of these rules by their visitors.
3. A standard allotment shall be defined as 1 raised bed in the polytunnel, plus a share in any communal planting area. Any variations to this will be discussed and agreed in writing with the Committee.
4. The Allotment rent and Committee fees will be paid by 1st October each year. The Committee reserve the right to re-let any members beds whose rent/fees remain unpaid on 1st January. A further months grace may be given at the discretion of the Committee. Members wishing to pay by instalments must make prior arrangements with the Treasurer at the time the rent/fees are due.
5. The Committee shall fix the Rent for each Allotment having regard for its area and review its Rent once a year.
6. The Allotment Committee has discretionary power to waive the rule that has minimum age of 18 years old to become a Tenant upon agreement at a general meeting. Requests to be made in writing.
7. Where a Member wishes to rent more than one allotment, the matter shall first be referred to the Committee for approval.
 - a) In the event of a waiting list arising, a Member renting more than one allotment may be asked by the Committee to give up an allotment for a new member. The transfer of the allotment to take place during January and February and any fees paid for the current year to be refunded in full.
8. A waiting list of prospective tenants will be kept by the Committee and vacant plots allocated in strict rotation by date of application. Application to be put on the waiting list must be made in writing to the Committee.
9. The allotment shall be cultivated wholly or mainly for the production of crops for consumption by the plotholder or plotholders family.
10. All tenants must keep their allotment clean, free from weeds and otherwise maintain it in a proper state of cultivation. If the plot is not managed appropriately over the duration of 1 year it will automatically revert back to the Committee for re-allocation.
11. No animals are allowed to be kept on allotment gardens unless consent is given by the Allotment Committee in writing. No dogs are to be kept on the allotment at night and all dogs must be kept under control at all times.
 - No dog fouling
12. The paths adjoining the allotments shall be kept in good repair.
13. No sub-letting of plots is permitted. If a tenant feels he/she cannot cultivate a whole plot he/she should inform the Committee who will then arrange for letting half the plot to the next person on the waiting list.
14. On termination of a tenancy the allotment will revert back to the Committee and no tenant may re-let or sub-let his/her plot.

15. A tenant shall not cause any nuisance or annoyance, including noise nuisance, to the occupier of any other plot, or obstruct any path or passageway.

18. Any hand tools and other equipment that may be provided shall be kept in good order, visually inspected for safety, maintained and /or replaced and shall not be taken off the premises, returning to the tool store at the end of each use. A tool inventory will be provided.

19. The tenant shall ensure access gates are closed and locked when leaving the allotment site.

20. Parking to be respectful to other users of the car-park. In particular be aware of Shinty Club Home fixtures on Saturdays during the season.

21. The tenant shall remove non-biodegradable rubbish such as glass, metal, & plastics from the site

22. The tenant will not without written agreement from the Association, cut or prune any timber or other trees, or take, sell or carry away any mineral, sand or clay.

23. The tenant will not plant any trees without written consent from the Committee (which will not be unreasonably withheld) to ensure that only fruit trees and bushes may be planted

24. The tenant will not use barbed wire or any other material that would be likely to cause injury on any area of the site including any fence adjoining any path set out by the Association

25. Tenants must cultivate their plot, where possible, with regard to wildlife, e.g.:

- Pest Control – choose disease resistant varieties, avoid chemicals, and slug pellets containing metaldehyde (generally blue).
- Weed Control – pull by hand and use mulch in preference to weed killers.

26. Soil Conditioner – the use of peat is destroying peat bogs and leading to the extinction of rare plant and animal species. Tenants will use organic compost and fertilisers where possible.

27. Tenants will take all reasonable steps to prevent migration of New Zealand Flatworm on to the site.

28. Bonfires are not permitted.

29. Tenants will keep all structures in good repair. Notifying the Committee of any damage immediately.

30. The use of any chemicals such as herbicides, pesticides and wood preservatives, must be agreed prior to use by the Committee and thereafter must be removed from site for storage, in accordance with the Control of Pesticides Regulation Act (amended) (1997) and the Control of Substances Hazardous to Health Regulations (2002).

31. Tenants may not carry on any trade or business from the allotment site. Surplus produce may be sold or swapped as an ancillary to the provision of crops for family.

32. Site Health & Safety policies and guidelines must be adhered to at all times. In instances of concern over matters of Health and Safety or in an emergency, inspections may be made by the Committee.

33. Disputes.

- The problem must be discussed between the ploholders concerned.
- If no solution is forthcoming the relevant ploholders must write to the Committee for arbitration.
- If the ploholders do not accept the arbitration the matter will be referred to Colintraive and Glendaruel Development Trust.

34. Any breach of these rules will incur a 28 day notice to quit upon the tenant by the Committee.

35. Any objection by the tenant after been served with a notice to quite his/her allotment must be made in writing to the Committee.

I agree to abide by the above for the duration of my tenancy

signed.....(the Tenant)

date.....