

**Littleover Lane  
Allotments Association Ltd**

# **Bye-laws**

**Each tenant of the Littleover Lane Allotments Association must accept and abide by the Rules and Bye-laws as a condition of membership**

*An 'allotment garden' is defined by the Allotments Act of 1922 as 'an allotment not exceeding forty poles in extent which is wholly or mainly cultivated by the occupier for the production of vegetable or fruit crops for the consumption of himself or his family.'*

1. The management of the Association and all its business and activities shall be vested solely in the Management Committee elected by the membership.
2. Allotments will be let only to members of the Association or new applicants whose applications have been approved by the Committee who will have the right to refuse any application. Each member shall have one voting share in respect of voting rights in the Association and in the NSALG. The Association shares issue of seven shares per 100 square yards represents the shares issued for the initial capital outlay for the Site at its inception.
3. Applicants for a six month provisional tenancy of an allotment will be required to make a non-refundable initial payment. If, after the six-month trial period, the applicant has maintained the plot and conducted the tenancy according to the rules and Bye-

laws, the tenancy will be confirmed and the share certificates issued. The initial payment set by the Management Committee will then account for the current year's rent and the price of the shares together with the share transfer fees.

4. The shares held by outgoing tenants will be transferred to the temporary holding of the Management Committee until the plot is permanently re-allocated.
5. Rents appropriate to the ground area of the allotment and at a rate agreed from time to time become payable on the 1<sup>st</sup> of October each year.
6. The tenant shall not assign, sublet or part with the possession of the allotment or any part of it without the written consent of the Committee.
7. The Association shall have the right of repossession on non-payment of rent for six months, whether legally demanded or not, or on any breach of the Rules or Bye-laws.
8. The Association or the tenant may at any time terminate the tenancy after six calendar months notice in writing.
9. Upon the termination of the tenancy the tenant shall, if required to do so by the Association, remove from the allotment all growing crops, fruit trees and bushes, buildings and all other property within fourteen days. In case of default, the Association may remove such and charge the tenant with the expenses of the removal.
10. If property is transferred to a subsequent tenant for a consideration the amount and collection of this will be the responsibility of the tenant.

11. The tenancy shall terminate upon the death of the tenant but the tenant may assign his plot to a near relative subject to the consent of the Committee.
12. Nothing in these Bye-laws shall be taken as an agreement by the Association for the allotment to be treated as a market garden within the meaning of the Agricultural Holdings Act 1908 or for any allotment to be used for any other trade or business.
13. The tenant shall keep the allotment free from weeds and well fertilised and otherwise maintain it in a proper state of cultivation according to the Rules and Bye-laws.
14. The tenant shall not cut or prune any tree apart from fruit trees nor carry away any earth, mineral, gravel, sand or clay without the written permission of the Management Committee.
15. The tenant shall not plant any tree or bush, excepting fruit trees or bushes, without the written consent of the Committee and ensure that any such tree or bush is not less than three feet from any other allotment.
16. The tenant shall not erect any building or install any construction without the written consent of the Management Committee and then only in accordance with plans approved of by the Committee.
17. The tenant shall keep in good repair any path or roadway adjoining the allotment and keep any hedge abutting or dividing the allotment properly cut and trimmed to a maximum height of four and a half feet from the ground and a width of one foot. All ditches shall be kept cleaned and in good order.

18. The Management Committee shall be entitled to enter and inspect the allotment to ensure that it is maintained in good order according to the Rules and Bye-laws. At least two thirds of the allotment should be under the appropriate cultivation of fruit, vegetables or flowers. Grass paths and grass in orchard areas should be kept trimmed. This inspection will be carried out twice each year.
19. Tenants shall take care to conserve water and, where possible, use collected rainwater for irrigation. Sprinklers, seep hoses and other irrigation systems attached to the mains water supply are not to be used.
20. Tenants shall ensure their own safety and the health and safety of other users of the Allotment site. The Health and Safety policy is available for inspection at the site office.
21. Tenants shall attempt to ensure the security of property and the site as a whole by maintaining storage sheds, marking moveable property and ensuring that the entrance gates are kept closed and locked unless they are closely monitored.
22. The tenant shall not cause any nuisance to any other tenant or obstruct any path or avenue. Barbed wire must not be used on any fencing bordering any path or avenue. Tenants shall ensure that they do nothing to encourage vermin on the allotments.
23. The tenant shall not encroach or trespass on any other allotment and shall not allow any bush or tree to hang over any path or other allotment or any structure to encroach on any other allotment.

24. The use of bonfires should be kept to a minimum and tenants should not allow smoke from bonfires to cause a nuisance to other tenants or neighbours of the allotments. Any bonfire should be kept well away from buildings or fences and be completely extinguished before the tenant leaves the allotment.
25. No children under the age of twelve shall be allowed on the allotments unless under the supervision of an adult. Dogs must be kept on a lead and under proper control.
26. All wells must be well maintained and kept properly secure and no new wells shall be sunk without the written approval of the Committee.
27. No livestock shall be kept on the allotments without the written approval of the Committee.
28. The Committee may require the tenant to take any action deemed necessary to preserve the allotment from deterioration.
29. All requests for Committee action or any complaints must be made in writing to the secretary or they cannot be considered by the Committee. Where a dispute cannot be resolved by the Management Committee an arbitration procedure may be instigated as in Rule 55.

Bye-laws amended November 2009