

Upper Norton Field Allotments Association

Tenant's Handbook

May 2021

Introduction

This handbook brings together the essential information regarding your membership of the Upper Norton Field Allotment Association (UNFAA). It contains three sections:

1. The constitution of the Association
2. Terms, conditions and rules of tenancy
3. Tenancy agreement

UNFAA is a self-managed Association operating under the terms of a lease between the Association and the City and County of Swansea. Some of the tenancy rules contained in this handbook are enforced by the local authority through the lease agreement; others are specific to the Association and agreed at our AGMs. The tenancy agreement is the document you, as a tenant, are required to sign indicating that you agree to abide by the terms, conditions and rules of the Association as laid out in this handbook.

Self-management does not mean the committee alone runs the site. It depends on all members where possible volunteering their skills, experience and initiative to get things done. Helping in whatever way you can is a way to get the most out of your membership and to enjoy the allotments.

1. Constitution [constituted 16 May 2006]

Name

1. The name shall be Upper Norton Field Allotment Association, thereafter referred to as the Association.

Aims of the association

1. To manage the allotments in Upper Norton Field in line with the constitution and the lease agreement between the Association and Swansea City Council.
2. To ensure that the infrastructure of the site is maintained.
3. To ensure that allotment holders can enjoy their allotments free of undue interference.
4. To allow diverse types of allotment use.
5. To ensure that bio-diversity is maintained as far as possible.

Membership

1. The Association will maintain a waiting list which is open to all adults other than those who have been excluded as members previously.
2. The membership will consist of all the Association's plot holders.
3. Members will be required to pay an annual rent and subscription.
4. The Association through its committee and in accordance with its rules regarding dispute resolution will have the right to terminate the membership of any tenant.

Management (as amended 4 December 2013)

1. A committee will be elected from the membership of the Association at the annual general meeting.
2. The committee will consist of a chairperson, secretary, treasurer and a further three members of the Association. Additional members may be co-opted for specific functions.
3. The committee will retire annually. Any of its members can be re-elected unless they have already served on the committee for a continuous period of four years. Retiring members may not stand for re-election for a further two years. In this context a 'year' means the time that elapses between one AGM and the next.
4. In the event of the retirement or death of a committee member, the committee will appoint a member of the Association to the position until the next annual general meeting.
5. The committee will minute all meetings.

Annual General Meeting

1. The annual general meeting (AGM) will be held in November or at the latest within 2 months of 30 November each year. At least 21 days notice shall be given and an agenda circulated.

2. At each AGM the committee will report on the previous year's activities, give a financial report, conduct an election of a new committee, and put forward any proposed amendments to this constitution or any other properly notified business.
3. All decisions will be made by a simple majority.
4. The chair will have the deciding vote in the event of votes being equal.
5. The quorum for the AGM shall be one third of the current members of the Association.
6. Each allotment will have one vote. Joint plot holders must designate one person as their representative voter.

Finance

1. All funds raised by, paid to or given to the Association will be used to further the aims of the Association and for no other purpose.
2. The treasurer will pay monies to the council as set out by the lease agreement.
3. The Association will hold an appropriate money account. This account will be in the Association's name and require two signatures from the chairperson, secretary or treasurer to access funds.
4. The treasurer will produce a financial report each year to be presented at the AGM.
5. No individual will make any personal financial or material gain from the Association's funds. Legitimate expenses only will be met.

Indemnification

1. The Chairperson, the Secretary, the Treasurer and any other officers from time to time and members of the committee shall be indemnified out of the Assets of the Upper Norton Field Allotment Association against any losses or liabilities incurred by them in respect of the conduct of their office provided always that the Chairperson, the Secretary, the Treasurer and any other officers from time to time and members of the committee was, or were, acting for and on behalf of the Association by and with the advice and express consent of the Committee at the time any such loss or losses or liability or liabilities (as the case might be) was, or were, incurred.
2. Nothing in the foregoing shall entitle the Chairperson, the Secretary, the Treasurer and any other officers from time to time and members of the committee to any indemnity against loss or liability which arises out of negligence, out of fraud, out of criminal activity or similar activity on the part of the above Chairperson etc.

Alterations to constitution

1. This constitution may be altered by a resolution passed by not less than two thirds of the members present and voting at a properly notified and quorate general meeting. The notice must include details of the proposed changes.

Dissolution

1. If the committee consider that, on grounds of finance or otherwise, it is necessary or advisable to dissolve the association it will call a meeting of all members giving not

less than seven days notice of the resolution to be considered. If such a decision is approved by a simple two-thirds majority of those members present and voting the name will be dissolved. In this event, any assets remaining after the payments of proper debts will be transferred to a charity of the members' choice or a voluntary organisation with similar aims.

2. Terms, conditions and rules of tenancy

The following terms, conditions and rules relate to the responsibilities of committee members and of tenants concerning the use of the allotments.

Waiting list

1. The secretary will keep a list of those people who wish to join the Association and work an allotment.
2. The person at the top of the list will be offered the next available space.
3. The secretary will make every reasonable effort to contact the list members to offer them an allotment with the contact details given.
4. The association will take no responsibility for a list member missing out on an allotment due to incorrect contact details.
5. The new member will be given seven days after viewing the allotment and the tenant's handbook to decide whether or not to join the Association.
6. When the tenant(s) takes up the tenancy he/she/they must tell the secretary which names are to be held as tenants and nominate one person as a contact.
7. The new member must sign a tenancy agreement and ensure that anyone working on or visiting their plot is aware of and prepared to abide by the rules, aims and constitution of the Association.
8. Whilst groups of friends may work an allotment together, there will be no subletting or transferring of the allotment if the tenant(s) give up the allotment.
9. The tenant must inform the secretary of any change of address.

Charges

1. The charge for an allotment covers payment of our membership of the National Society of Allotment and Leisure Gardeners Limited (NSALGL), our insurance policy, water bill, site maintenance and other expenses. Rates are reviewed and agreed at the AGM.
2. Payment is due annually on February 15th. The treasurer will send out the bills in good time. Tenants will be asked to pay promptly and to advise the committee of any problems in making the payment.
3. In exceptional circumstances, payments by instalment may be negotiated with the Treasurer.
4. If, after forty days no payment has been received, the committee will contact the tenant. If the non-payment cannot be resolved the tenancy will be terminated.

Access and boundaries

1. There is no vehicular access to the allotment site. Vehicles can be parked, for unloading only, at the entrance to the Castle off Castle Road.
2. The site boundary has been agreed with the council and is immutable.
3. Any proposed work on the boundary should first be agreed with the committee.
4. The two gates to the allotment site are secured by padlocks. These must not be removed from the gates at any time nor should they be left on the gate unlocked.

Use and cultivation of allotments

1. Each allotment holder will keep their allotment in a cultivated condition. A cultivated condition should be defined as a state in which fifty per cent of the cultivatable land is used for crops. Crops will include vegetables, flowers, declared fallow or under green manures. Permaculture methods are allowed.
2. The allotment holder(s) will keep the allotment in a tidy condition ensuring that grass, brambles etc are not allowed to re-establish themselves.
3. The holder will keep the grass cut on the communal path in front of and/or beside their allotment and maintain hedges and borders between themselves and other allotments.
4. In accordance with the lease, the intention to plant trees must be made known to the committee who will contact the council to obtain permissions. Normally the only trees that will be considered for planting are fruit and nuts; an appropriate rootstock should be chosen to prevent excessive height gain. Willow must not be planted.
5. It is the duty of the tenant to ensure their plot and adjacent paths are kept safe by preventing tripping hazards, by storing chemicals, power tools and hand tools safely, by clearing up broken glass, by removing corrugated iron on communal borders and protruding nails or screws.
6. The tenant should ensure that anyone working or visiting their plot observes environment and animal husbandry laws by not interfering with or threatening wild life.
7. Dogs should be kept under control and not allowed to wander on other people's allotments without the consent of the plot holder.
8. The committee must be informed of the intent to keep livestock or bees and impose such conditions it sees fit to maintain allotment harmony.
9. Water taps are for cultivation purposes only. Rainwater collection systems are encouraged.
10. Pesticides (except organic preparations) and weed killers should not normally be used. If a plot holder feels there is a pressing need for their use the committee must be consulted.
11. Temporary structures such as sheds, animal houses, greenhouses or polytunnels are permitted. However, the committee must be informed of any intent to erect such a structure so that, in accordance with the lease, the council can be notified. Structures should be of a reasonable size and appearance and must not interfere with adjoining plot holders. No permanent structures are allowed.
12. Fences should be no higher than one metre and constructed of materials that are not likely to cause harm.

Waste Management

1. The tenant is responsible for the management of all of their waste both organic and inorganic. Organic waste should be composted and communal composting facilities are available if needed. Depositing organic waste in or over the allotment boundaries is deemed to be fly tipping and is not allowed.

2. Inorganic waste including metal, glass or plastic should be removed from the site and not allowed to accumulate.
3. Consideration should be given to fellow allotment holders before starting a bonfire. Plastic, rubber or painted materials should not be burned.
4. Carpet may no longer be brought on site to be used as an exclusion material. Existing carpet should be removed from the site if possible and any remaining carpet should be turned regularly.
5. Other forms of exclusion mulch material may be used but must be removed when their use is complete.
6. Departing tenants are expected to remove all rubbish and unwanted equipment from their plot. Unless there are extenuating circumstances, failure to do so will result in the tenant being billed by the Association for the work involved in preparing the plot for reallocation.

Removal of members

1. The committee will inspect the allotments four times throughout the year at three monthly intervals.
2. In conducting an inspection, the committee will take into account the type of horticulture used.
3. If in the opinion of the committee the allotment is not in use or is particularly untidy, the secretary will contact the allotment holder.
4. In the first instance, an inquiry will be made to check all is well and that the member will be carrying on with its use in an appropriate way. This will allow for personal problems, ill health or temporary absence etc.
5. If the committee is not satisfied that the above is met, a letter will be sent stating the allotment must start to be used in the next two weeks.
6. If there is no activity on the allotment or no reply then the tenancy agreement will be terminated in writing.
7. There will be no re-consideration of the decision after the seven days and monies paid will not be refunded.

Termination of tenancy

1. The tenant shall be entitled on termination of the tenancy to recover compensation only under and in accordance with the provisions of the Allotment Acts 1922 and 1950. The Association is indemnified against any other claim howsoever arising out of the tenants use or occupation of the allotment and site.
2. The Association shall be entitled on termination of the tenancy to recover compensation from the tenant in accordance with section 4 of the Allotments Act 1950 in respect of any deterioration of the allotment caused by the failure of the tenant to keep it in a good state of fertility and cultivation or to comply with the conditions herein contained.
3. The tenancy shall terminate immediately on the death of all the listed tenants although a new tenancy may be granted to the tenants next of kin at the Association's discretion.

4. The tenancy may also be terminated as a result of re-entry by the Council as set out in the lease.

Dispute resolution

1. In the event of a dispute between allotment holders, the committee, consisting of at least three members, will arbitrate to achieve a satisfactory resolution.
2. If the dispute involves a committee member, they will be excluded from the dispute resolution meeting.
3. Other members of the Association may be co-opted if required and a special general meeting convened giving at least 21 days notice.
4. If resolution is not achieved within the Association and is of a serious nature, the matter will be referred to the Council.
5. If a member is proven to have engaged in theft of another allotment holder's property, borrowed another allotment holder's property without permission, used language or behaviour likely to cause offence, engaged in illegal activity on the site or caused damage to the infrastructure, including damage to hedgerows and trees, then they will be asked to leave the Association immediately.
6. If the offence is of a serious nature, the appropriate authorities will be informed.
7. The law of the land will apply.

Tenancy Agreement

An AGREEMENT made on the _____ day of _____ 20_____
BETWEEN Upper Norton Field Allotment Association (hereinafter called 'the Association')
for the one part and

NAME: _____

ADDRESS: _____

(hereinafter called 'the Tenant') of the other part

WHEREBY the Association lets and the Tenant takes a tenancy of Plot _____ at Upper
Norton Field Allotments

AND SUBJECT TO the Terms, Conditions and Rules of Tenancy and the Association's
Constitution as set out in the Tenant's Handbook which has been read and understood by
the Tenant who agrees to abide by them.

SIGNED by the Tenant:

SIGNED on behalf of the Association:

_____ (Chairperson, Secretary)

AND WITNESSED by:

_____ (Signature of witness)

_____ (Name of witness)

_____ (Address of witness)