The following rules apply to the rental of allotments from the Newick Allotment Society (the Society). Words that are italicised are defined in the Annex to these rules.

1. *Allotments* at an *allotment site* will be rented to *eligible* *members* of the Society through a *tenancy agreement* between the Society and the member. The *member* shall provide an address for communications and must inform the Society of any change of address.
2. Tenancy agreements will be renewed annually unless terminated by the *member* by giving written notice to the Membership Secretary before 1 September. The tenancy year will run from 1 September to the 31 August.
3. If a member fails to comply with the rules of the Society the committee may, following consultations with the member, terminate the tenancy agreement by giving the member 30 days notice in writing. Confirmation of the termination will be by letter to the last known address for the member.
4. Upon termination of the tenancy of an allotment, whether by the committee or the member, all property belonging to the member shall be removed by the member on the termination date. Any property remaining on the allotment after the termination date shall deemed to be abandoned. The Society reserves the right to charge the tenant the cost of removal of any property or unwanted rubbish.
5. Members shall pay the rent in advance and without deduction by the thirty first day of August in each year.
6. The Society may vary the rental of the allotment giving three months notice in writing before the first of September. Written communications regarding rentals will be by email.
7. If a tenancy agreement is terminated for whatever reason a refund to the member for the outstanding period of the agreement will be at the discretion of the committee.
8. Members shall use the allotment allocated to them as an *allotment garden* only i.e. no more than one quarter of the area is devoted to the production of fruit or vegetables that remain productive for more than one year.
9. Members shall maintain their allotment in a good state of cultivation and fertility, reasonably free from weeds and debris.
10. Members shall not damage hedges or fences at the allotment site or cut or prune any trees other than those on their allotment.
11. Members shall not take any mineral, gravel, sand, earth or clay from the allotment site.
12. Members shall not deposit, or allow other persons to deposit, refuse or rubbish on the allotment site, or in the hedges or ditches or on the path or roadway adjacent to the allotment site.
13. Members shall access the allotment site by the designated entrance only and shall not obstruct or encroach upon any path or roadway intended for the use of other allotment holders.
14. Members are jointly and severally responsible for the maintenance of general areas of the allotment site. However, the reparation of damage to general areas caused by vehicles will be the responsibility of the appropriate allotment holder/holders.
15. Members shall keep one half of the width of the paths included therein or abutting thereon to their allotment in good level condition, reasonably free from weeds with grass trimmed.
16. Vehicles must enter the allotment site by the designated entrance only and shall keep to designated areas within the allotment site at all times and parked only in the parking area.
17. Vehicles must keep to the designated areas within the allotment site.
18. Vehicles, including trailers shall not be parked on the allotment site overnight.
19. Overnight camping on the allotment site is strictly forbidden
20. Members shall not underlet, assign or part with the possession of their allocated allotment or any part thereof without the approval of the committee.
21. The lighting of bonfires on the allotment site is prohibited.
22. When using sprays and fertilisers members shall,
23. take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good the damage if any should occur,
24. so far as is reasonably possible select and use environmentally friendly substances whether for spraying, seed dressing or any other purpose whatsoever that will cause the least harm to the environment and the other allotments on the allotment site,
25. comply at all times with current relevant regulations.
26. Members shall not use barbed wire or other hazardous material for boundary fencing around their allocated allotment.
27. Materials used for the suppression of weeds or other horticultural purposes shall be properly secured at all times.
28. Members shall not keep or permit to be kept any animals, bees or livestock of any kind upon their allotment.
29. **THIS CLAUSE NEEDS TO BE DRAFTED ONCE WE HAVE CLARITY ON THE WATER SUPPLY.** [Water is supplied to the allotment site for the benefit of all members. As such members shall not treat hosepipe connections or any other water source as being dedicated to a single allotment.] [Members shall not use the water provided other than by the use of watering cans or buckets].
30. Members shall not carry out any trade or business, to erect or permit to be erected any notice or advertisement on their allotment garden or any part of the allotment site other than for the benefit of the Society.
31. Members shall not bring or cause or permit to be brought into the allotment site any domestic animals unless they are held on a leash and under control.
32. Members are responsible for children they bring to the allotment site and the children must be properly supervised at all times whilst on the allotment site.
33. Members shall not without written consent of the Committee to erect any building on the allotment site. Any such building shall remain the property of, and maintained in good condition by the member and removed from the allotment site on the termination of the member’s agreement.
34. The Society will accept no responsibility for member’s tools or other equipment stored on the site. This will apply to loss from any storage facility provided by the Society for the use of members.
35. The Committee shall have the right to refuse admittance to any person other than the member a member or his/her family or an authorised representative to the allotment gardens unless accompanied by the member, a member of his/her family or authorised representative. In the case of an authorised representative, the committee shall be advised of their name prior to access being granted.
36. In any case of dispute between members on matters relating to the allotment site which cannot be settled between the members involved, the matter should be referred to the committee whose decision shall be final.
37. Fruit trees are permitted provided they are on dwarfing root stock (eg M27/EMLA27, very dwarfing; M9/EMLA9, dwarfing; or M26/EMLA26, semi dwarfing).  The height of the tree should not exceed 2 metres to limit the casting of shadows and excessive water consumption.  Consequently, M26 grafted trees should be grown as espalier or cordons.
38. Members shall not use their allotment for the growth of illegal plants.
39. Smoking on the allotment site is not allowed.
40. Members shall at all times during the tenancy of their allotment, observe and comply fully with all Acts of Parliament, byelaws, orders, regulations or similar matters affecting the allotment site and including any restrictions required by the landowner.
41. Where there is conflict between an agreement between Newick Parish Council and the Society for the tenancy of an allotment site and the rules of the Society the tenancy agreement with Newick Parish Council will take precedence at all times.
42. In matters of dispute the decision of the committee is final.

The above Rules were approved and adopted at the Extraordinary Annual General Meeting of the Society held on the 20 June 2013.

**ANNEX A**

**DEFINITIONS**

**Allotment**

Each allotment will be sized and allocated as land available at that time allows.

**Allotment garden.**

An allotment garden is defined as an area of land on which no more than one quarter of the area is devoted to the production of fruit or vegetables that remain productive for more than one year.

**Allotment site**

The allotment site is any parcel of land owned or rented by the Newick Allotment Society for the purposes of allotment gardening. The current allotment site is located at Cricketfield.

**Eligibility**

Membership is open to all domestic and commercial residents within the Newick Parish boundary and to residents of Station Road between Oxbottom Lane and Lower Station Road, Lower Station Road, Great Rough and Jackies Lane.

**Member**

A member is a member of the Newick Allotment Society who has paid the required rental for the year and to whom an allotment garden has been allocated. The committee can propose for the agreement of the members other categories of membership as the need arises.

**Tenancy agreement**

A tenancy agreement is the formal agreement between Newick Allotment Society and the member for the use of a specified allotment at the allotment site. Tenancy agreements may be for the rental of a whole or a half allotment.

