

SOUTH HARPENDEN ALLOTMENTS & GARDENS SOCIETY
RULES OF THE SOCIETY

As Agreed at the AGM – August 2022 and updated for paid help in the 13th December 2023 committee meeting

1. **Name and address:** The Society shall be called ‘**The South Harpenden Allotments and Gardens Society**’ and the official address of the Society shall be
‘The Allotment Centre, Dark Lane, Harpenden, Hertfordshire, AL5 1QA.’
2. **Objects:** The objects of the Society shall be:
 - a) To promote the interests of gardeners and to take joint action for the benefit of members.
 - b) To co-operate with other bodies to further the interests of gardeners.
 - c) To enter into and maintain an agreement with the Harpenden Town Council (or its successors) providing for:
 - the rental of allotment areas and buildings,
 - the management of such areas and buildings, and
 - the letting of parcels of such areas to suitable tenants.
 - d) To manage, administer and improve allotment land to the benefit of members.
 - e) To act in members’ interests with regard to damage, trespass and theft.
 - f) To arrange, for the benefit of members, the bulk purchase of fertilisers, seeds and other garden supplies.
 - g) To advance and spread the knowledge of good husbandry and horticultural techniques.
3. **Membership:** The Society shall consist of the following:
 - a) **Full/Essential Members:** Those persons either renting allotment plots managed by the Society, or performing an essential Committee role for the Society but resident within the **AL5 postcode area**. Such persons shall have full voting rights, and be entitled to all facilities offered by the Society.
 - b) **Associate Members:** Those other persons interested in the gardening hobby who shall be known as ‘Associate Members’.
 - (i) Not more than four Associate Members shall have seats on the Society’s Management Committee at any one time.
 - (ii) Associate Members shall not hold any of the following offices in the Society: 1. Chairman 2. Secretary 3. Treasurer 4. Distribution Manager 5. Letting Secretary 6. Communications Officer and Webmaster.
 - (iii) At General Meetings, Associate Members may only vote upon matters not directly concerned with allotment management.
 - (iv) The Chairman of a General Meeting shall decide upon which matters Associate Members may vote.
 - (v) Associate Members shall be entitled to purchase or hire goods from the Society.
4. **Rules of the Society:** A copy of the Rules of the Society shall be displayed at the Allotment Centre. Members may obtain copies of the Rules by application to the Secretary or by referring to www.shallotments.weebly.com
5. **Subscriptions/Payments**
 - a) **Members:** -members will be charged a rental sum agreed at the Annual General Meeting. In the event of difficulty members to contact Site Rep. New members, after having been granted a tenancy will be required to pay the sum of £15 in addition to the rental sum to cover disbursements, notional costs and the costs of the key.
 - b) **Associate Members:** An annual subscription to be decided at a General Meeting.
6. **Arrears of rental:** If rental is unpaid on 1st April the member shall be informed in writing that the rental is in arrear and if it has not been paid in full within 30 days of the date of the letter the tenancy will at that time be terminated, unless otherwise agreed by the Committee.
7. **Tenancies and Plot Rentals:** Plot rentals shall be as decided by a simple majority at a General Meeting and may include an extra charge for a special site facility. Rentals shall be due on 1st March in each year in respect of tenancies running from the first day of April in that year to the last day of March in the following year.

The tenancy of an allotment shall terminate on the March or September Quarter Day next after the death of the tenant and shall also terminate whenever the Society's right of occupation terminates. The tenancy of an allotment may be relinquished at any time by written notice to the Letting Secretary or Hon. Secretary. There shall be no rebate of rental.

The following conditions shall form part of any Tenancy Agreement for an allotment.

The tenant shall:

- a) Keep the allotment clean and in a good state of cultivation and fertility to the satisfaction of the Committee. Cultivation includes the preparation of the soil and thereafter the tending and harvesting of crops. In all cases the cultivation of the plot, is and remains the sole responsibility of the tenant. Methods of cultivation are at the discretion of the plot holder. The tenant shall not deposit refuse or stones on the paths, roadways or other common land.
- b) Not remove any produce from another plot without the express permission of the other plot holder.
- c) Not cause any nuisance or annoyance to the occupier of any other allotment or neighbouring land, or obstruct any path, road or ditch set out by the Society, trees must be on dwarf root stock, planted away from the paths and not cause a nuisance to neighbouring plots or to common paths or headland. Plotters must not light bonfires between 30th April and 30th September. Plotters should ensure that fires are not lit at times when they are likely to cause annoyance to others and that current guidelines are followed. These guidelines will be updated when necessary on advice of the society's insurers and will be communicated to plotters by means of the annual renewal letter, the Society's newsletter and website. It is the plotters' responsibility to ensure that they are aware of current regulations before lighting fires.
- d) Not take any dog on to an allotment site excepting that the dog be kept on a lead and not permit the dog to defecate or urinate on other plotters' plots or any common area.
- e) Not underlet nor assign or part with the possession of an allotment or any part thereof.
- f) Not without written consent of the Society;
 - cut or prune any timber or other trees on site perimeter, or
 - take, sell or carry away or move from one plot to another any soil, mineral, gravel, sand or clay.
- g) Supply of mains power to a plot is prohibited.
- h) Keep all paths, roadways and headlands adjacent to the allotment neatly cut and trimmed and not abuse or damage any fence, hedge, gate or any other part of an allotment site.
- i) In the event of any damage being caused to any fence, hedge, gate or other part of an allotment site by the plotter or a person acting on the instructions of a plotter whether due to a vehicle or otherwise, the plotter shall be responsible for repairing the damage or liable to the Society for the cost of such repair.
- j) Keep all paths between plots, and between plots and boundary fences or hedges at least 0.6 metres wide.
- k) Maintain on the plot in a prominent position the sign provided by the Society indicating the plot number.
- l) Observe reasonable economy in the use of site water. Subject when necessary to restrictions imposed by the water supplier, use of hose pipes is only permitted if held in the hand during watering. Taps and hose pipes shall not be left simply running unless the plotter is in close attendance. (Water on the site is paid for on a metered basis and is an item of high expenditure.)
- m) Observe and perform all conditions and covenants contained in the agreement under which the Society holds the land.
- n) Inform the Secretary in writing of any change of home address within fourteen days of such change. To retain a tenancy, the new address must be within the AL5 postcode area.
- o) Not keep any livestock on an allotment. However, bees may be allowed under certain conditions but only on application to the Society's Committee, who shall have the power to decide, and on what terms shall be considered necessary for the protection of other occupants.
- p) Observe and perform any special conditions which the Society may consider necessary and respond to reasonable requests for help for site maintenance and improvement tasks; for instance, tenants are expected to share the maintenance and upkeep of common access areas.
- q) Not sell produce grown on an allotment garden for personal gain.
- r) any type of carpet, or other material, left on the plot must be removed at the end of the tenancy.
- s) strictly supervise children at all times. The safety of children on sites remains the sole responsibility of the

plot holder. Especially around pond areas and water butts.

t) PAID HELP ON PLOTS: The Society holds two insurance policies – a Public Liability policy that covers all our members, friends and family, for any damage or injury to a third party and an Employers Liability policy that covers members working on community jobs, site clearing, volunteering participation and the work of our site reps. If you pay a third party to carry out work for you that person is classed as a Contractor, and is NOT COVERED under either of the SHAGS policies so it becomes the plotholder's responsibility for any accident or injury that might occur. This extends to plotholders being paid to work on other plotholders' plots. Any damage, loss or injury caused by such Contractors are the liability of the Contractor and the members who brought them onto the site. Contractors should not use SHAGS' resources, especially but not restricted to machinery, fuel and electricity. Contractors must remove all waste arising from their actions. Contractors must not be given keys or access codes and must be seen on and off site on each occasion. If you are paying for help, these notes are for your own protection. It may be that you have Employer's Liability cover within your own household policy so please check before paying someone to carry out work for you, or arrange to set up your own individual policy

- 8. Termination of Membership:** If a member breaks a rule of the Society, membership, and therefore plot tenancy, may be terminated on 30 days written notice providing that in such written notice the Secretary shall have informed the member that the member has broken a rule of the Society and the member shall have been given 30 days from the date of the termination notice in which to remedy the situation.

All plots are inspected at the end of May and July. Plot holders of plots not showing evidence of cultivation at those times to the satisfaction of the Site Representative may receive an "Improvement letter", detailing measures the Society deems necessary to bring the plot back to cultivation. Failure to act on such letters within the timescale set out in the letter may result in the Society terminating a Tenancy. Such termination shall be in writing. (See also Society Termination procedure)

Where a Society member has been reminded more than once, in writing, to cultivate a plot and keep it in a tidy state, and has not done so to the satisfaction of the Site Representative and the Committee, a Termination notice will be issued to the member giving 30 day's formal notice.

If a plot holder wishes to appeal against Termination of their tenancy, see Appendix 1 for the Appeals procedure

Where neglect of a plot requires the Society to incur expense in restoring the land to good order, or removing a structure or materials, the tenant will be required to reimburse the Society for the cost involved.

- 9. Prohibited Materials:** The following materials should not be brought on to allotment sites:-
Rubber-backed Carpet, Tyres of any kind, Barbed/Razor Wire; Asbestos; Corrugated Iron; Glass (discuss with Site Rep.); Cement or Concrete; Building Rubble; Sheet Metal (or any other non-compostable rubbish or waste).

10. Structures

Sheds, Ponds and Poly tunnels/Greenhouses (without glass) require permission from the Society BEFORE purchase or erection:

General Points:-

- All structures should be removed at the end of a tenancy by the plot holder. (unless otherwise agreed by the Site Representative in writing).
- All structures must be constructed of materials sturdy enough for their intended purpose.
- No structure should cause a nuisance or hazard to tenants of neighbouring plots or to others on the site.
- Only **one** shed **OR** poly tunnel/greenhouse (without glass) is allowed on any one plot.
- Structures should always be kept in a good state of repair.
- Structures should not obstruct any communal path or driveway.
- No structure can be covered by the society's insurance so must be at the plot holder's risk.

The following structures do not require permission from the Society:

- Compost Bins
- Cold Frames [save that these must not include any glass]
- Raised Beds
- Plant Support / Protection (e.g. Fruit Cages)
- Cloches up to 6 ft. high
- Tool Chests

Note: Greenhouses, Summer-houses and Gazebos are not permitted.

Please also refer to Annex 2. Sheds; Annex 3. Ponds; Annex 4. Poly tunnels/Greenhouses; Annex 5. Bee hives.

11. Officers:

- a) The Officers of the Society shall be a President, Chairman, Secretary, Treasurer, Deputy Chairman, Letting Secretary, Distribution Manager, Communications Officer and Webmaster, Machinery Manager, Awards Officer and Newsletter Editor. All Officers shall be honorary. The Chairman, Secretary, Treasurer and Deputy Chairman shall be the Trustees named in the agreement with the Harpenden Town Council and they shall, when practicable, attend all meetings convened by the said Council which affect the interests of the Society
- b) Site Representatives, who shall be members of the Committee, are to be appointed by the Committee for an initial period of two years, but shall be eligible for re-election.

12. Committee: The affairs of the Society shall be conducted by a Management Committee of not less than SIXTEEN members. SIX members shall form a quorum. Each member of the Committee shall retire at the Annual General Meeting following their second year of service but shall be eligible for re-election. The Committee will normally meet once per month.

13. General Meetings: The Annual General Meeting at which the audited accounts and Officers' reports shall be submitted and the Officers and Committee for the ensuing year elected; and other General Meetings shall be held at such times and places as the Committee or a General Meeting shall determine. TEN members shall form a quorum and in case of equal voting the Chairman shall have a casting vote. These rules shall be read at each Annual General Meeting and any amendment to these rules may be considered providing appropriate notice has been given.

Extraordinary General Meetings may be called by the Committee after agreement that urgent matters need to be put before the membership before the next AGM is due. Eight members shall form a quorum and in case of equal voting the Chairman shall have a casting vote.

Special General Meetings shall be called on the written request of at least fifteen members. The objective for which a Special General Meeting is called shall be stated in the notice convening the meeting.

Decisions made at the AGM, EGM or SGM will be binding upon the Society.

14. Discussion at Meetings: No party political or sectarian discussions shall be raised or resolutions proposed at any meeting of the Society.

15. Funds: The Society shall open banking accounts in the name of the Society with such banks as the Committee may select and all moneys received on behalf of the Society shall be paid into such accounts.

The Treasurer can pay the general running costs of the society (i.e. utilities, regular suppliers, claims from committee member with receipts) by online bank transfer. All such payments will be reported in the Treasurer's monthly report to the committee.

- 16. Inspection of Books:** Any member may inspect the Society's books after giving fourteen days notice in writing to the Secretary.
- 17. Liability of the Society:** The Society accepts no responsibility for injury or damage resulting from the use of privately owned machinery and/or equipment or the Society's machinery and/or equipment, howsoever caused. The Society's machinery and/or equipment is loaned or hired entirely at the user's risk.
- 18. Conversion, Dissolution etc :** The Society may be converted into a Registered Society or may be dissolved or these rules may be amended by a simple majority of the members voting at a Special or Extraordinary General Meeting of which fourteen days notice shall be given or by replying to a circular ballot of members.
- 19. Annexes :** All matters set out in the Annexes attached hereto, form part of the Constitution of the Society and are merely set out as Annexes for ease of reading.
- 20. Matters not provided for:** Any matters not provided for in these Rules may be dealt with by the Committee at its discretion, in order to ensure the smooth running of the Society

Procedure for an Appeal to Termination of Tenancy.

- Any appeal against termination of tenancy must be lodged in writing to the Chair of the Society, on or before the expiry date of the Termination notice. -
- Appeals will be made to an Extraordinary General Meeting, and as an appeal the meeting will be deemed to be quorate.
- A simple majority of members at the meeting will decide whether or not the appeal has been successful.
- 28 days before any appeal the person appealing will be sent detailed reasons as to why the tenancy was terminated.
- By 14 days before the meeting the person appealing shall set out in writing their detailed grounds of appeal, setting out what matters they disagree with on the Termination Notice, and what other matters they would wish to present to the meeting.
- Only in the most exceptional circumstances will new evidence be permitted on behalf of the Committee and/or the person appealing.

Specifications and Conditions Relating to Sheds on Plots

Structure	Max Length	Max Width	Max Height/Depth	Max Total Area
Sheds	1.8 m / 6 ft.	1.2 m / 4 ft.	2.3 m / 7 ft. 6in.	-

A plot holder may erect a shed to house tools and equipment for use on his/her plot(s), provided that a shed application form, obtainable from the Secretary, has been completed and approval from the site representation of that site plus a site representative from another site is obtained from the Society before the shed is erected.

This includes an undertaking that the shed and any associated features will either be removed at the applicant's own expense at the end of the tenancy of the plot concerned or passed by mutual agreement to the new tenant. Such a transfer will be possible only where the Society has identified the new tenant by the time the existing tenant ends his/her tenancy. If a transfer is mutually agreed, the Society must be informed in writing jointly by the outgoing and new tenants using the prescribed form obtainable from the Society's Secretary.

Further to Rule 10, and only with the prior written agreement of the Society, a shed may be placed on a plot subject to the following specification and conditions:

1. A shed may be erected by a tenant only on a plot for which he/she is the registered tenant and has paid the current rent.
2. A tenant may only have one shed regardless of how many plots are held.
3. All purchase, delivery, erection and subsequent maintenance or removal costs for the shed will be the responsibility of the tenant.
4. The shed must be maintained in good condition. It must be of wooden construction, with a pent or ridge roof (felted in black or dark grey), and a maximum of one window (safety glass or plastic), and one door. It must be painted with wood preservative only, in only one natural shade (colour to be agreed when applying for a shed).
5. It must be mounted on temporary foundations, e.g. paving slabs or timber supports; permanent foundations are prohibited.
6. A shed must be sited completely inside the boundaries of the plot.
7. It must not be moved from the position agreed with the Society to another position on the plot without written approval. An application for a move must be made in writing to the Secretary.
8. A shed must not be erected so as to cause any nuisance or interference to neighbouring plots (e.g. by overshadowing and water run-off).
9. Plants may be grown up trellis or other suitable ties on the sides of a shed and slabs may be used to form a threshold step outside.
10. It may only be used for storage of equipment or materials to be used on the plot. No flammable materials, or dangerous or hazardous chemicals are to be stored in the shed and no permanent power source is to be fitted.
11. No livestock is to be housed in the shed.
12. Any damage or nuisance caused by the erection of the shed, its movement or its removal shall be the responsibility of the tenant erecting, moving or removing it. It shall be the responsibility of that tenant to remedy such damage or nuisance.
13. The shed and its contents will not be covered by the Society's insurance and will be at the risk of the tenant. Neither the Society nor Harpenden Town Council accepts any responsibility for loss of or damage to any shed contents or shed, or loss of or damage to any crops during the erection of or removal of a shed, or any claim for damages relating to a shed;

These specifications and conditions are subject to revision.

Annex 3 to the Rules of South Harpenden Allotments and Gardens Society

Specifications and Conditions Relating to Ponds on Plots

Structure	Max Length	Max Width	Max Height/Depth	Max Total Area
Ponds	1.8 m / 6 ft..	1.2 m / 4 ft.	450 mm / 1 ft. 6 in.	2.2 Sq. m / 24 Sq. Ft.

A plot holder may make a pond on his/her plot(s), provided that a pond application form, obtainable from the Secretary, has been completed and approval from the site representation of that site plus a site representative from another site is obtained from the Society before the pond is put in place.

The pond will either be removed at the applicant's own expense at the end of the tenancy of the plot concerned or passed by mutual agreement to the new tenant. Such a transfer will be possible only where the Society has identified the new tenant by the time the existing tenant ends his/her tenancy. If a transfer is mutually agreed, the Society must be informed in writing jointly by the outgoing and new tenants'.

The primary purpose of the pond shall be to encourage wildlife and assist in environmentally-friendly cultivation of plants and produce.

Further to Rule 10, and only with the prior written agreement of the Society, a pond may be made on a plot subject to the following specification and conditions:

1. **General.** A pond may be made by a tenant only on a plot for which he/she is the registered tenant and has paid the current rent.
2. A tenant may only have one pond regardless of how many plots are held.
3. All costs for the pond, including in-filling costs where appropriate, will be the responsibility of the tenant.
The position of a pond on a plot must not be changed from that agreed with the Society without written approval.

Health and Safety. As with all other activities on plots, the guiding principle is that a tenant with a pond must take **all** reasonable measures to ensure the health and safety of other users of the allotment site. Specific health and safety matters are set out below.

The pond must be fully within the boundary of a plot and should be at least 4 feet from a common path. If the distance to a common path is less than 4 feet, marker posts joined by ropes must be erected to mark the boundary of the pond and a warning sign displayed.

4. The edges of all ponds, wherever positioned, must be clearly delineated by marker posts joined by ropes. The pond should shelve gently from its edge as an additional safety measure.
5. The tenant must take reasonable measures to ensure that pond water does not become stagnant or otherwise contaminated. If stagnation or contamination occurs (e.g. because of failure of preventive measures or ingress of chemicals) remedial action must be taken.
6. The tenant must not give permission to children (i.e. below 16 years) to gain access to a pond on his/her plot unless the children are under adult supervision.
7. **Inspection.** All ponds will be inspected every 6 months to ensure conformity with these specifications and conditions.

Changes/Revision. These specifications and conditions are subject to revision.

Annex 4 to the Rules of South Harpenden Allotments and Gardens Society

Specifications and Conditions Relating to Poly tunnels/Greenhouses (without glass – acrylic sheet only) on Plots

Structure	Max Length	Max Width	Max Height/Depth	Max Total Area
Poly tunnels / Greenhouse	→	→	2.3 m / 7 ft. 6in.	12 Sq. m / 130 Sq. Ft.

Further to Rule 10, a plot-holder may erect a poly tunnel or greenhouse (without glass – acrylic sheet only) in excess of 1.8m. in height for use on his/her plot(s), provided that a poly tunnel/greenhouse application form, obtainable from the Secretary, has been completed and approval from the site representative of that site plus a site representative from another site is obtained from the Society before the tunnel/greenhouse is erected.

This includes an undertaking that the poly tunnel/greenhouse and any associated features will either be removed at the applicant's own expense at the end of the tenancy of the plot concerned or passed by mutual agreement to the new tenant. Such a transfer will be possible only where the Society has identified the new tenant by the time the existing tenant ends his/her tenancy. If a transfer is mutually agreed, the Society must be informed in writing jointly by the outgoing and new tenants using the prescribed form obtainable from the Society's Secretary.

A poly tunnel/greenhouse may be placed on a plot subject to the following specification and conditions:

1. A poly tunnel/greenhouse may be erected by a tenant only on a plot for which he/she is the registered tenant and has paid the current rent.
2. A tenant may only have one poly tunnel/greenhouse regardless of how many plots are held.
3. All purchase, delivery, erection and subsequent maintenance or removal costs for the poly tunnel /greenhouse will be the responsibility of the tenant.
4. A poly tunnel/greenhouse may be up to a max of 2.2 metres in height and cover a maximum area of 12 square metres.
5. The framework may be metal or plastic covered with some form of polythene; no glass or rigid glass substitutes are permitted.
6. It must be mounted on temporary foundations; **permanent foundations are prohibited**
7. A poly tunnel/greenhouse must be sited completely inside the boundaries of the plot.
8. It can be moved to other positions on the agreed plot, but must not cause nuisance or interference to other plot holders
9. The poly tunnel/greenhouse must be well maintained in good condition and must be securely anchored and not be an inconvenience to adjacent plot holders.
10. It may only be used for propagation of plants.
11. No flammable materials, or dangerous or hazardous chemicals are to be stored in the poly tunnel/greenhouse and no permanent power source is to be fitted. No heaters of any type are allowed.
12. No livestock is to be housed in the poly tunnel/greenhouse.
13. Any damage or nuisance caused by the erection of the tunnel/greenhouse, its movement or its removal shall be the responsibility of the tenant erecting, moving or removing it. It shall be the responsibility of that tenant to remedy such damage or nuisance.

14. The poly tunnel/greenhouse and its contents will not be covered by the Society's insurance and will be at the risk of the tenant. Neither the Society nor Harpenden Town Council accepts any responsibility for loss of or damage to any poly tunnel/greenhouse or its contents or loss of or damage to any crops during the erection, re-siting on the plot or removal of a poly tunnel/greenhouse, or any claim for damages relating to a poly tunnel/greenhouse.

15. These specifications and conditions are subject to revision.

Specifications and Conditions Relating to Beehives on Plots

Further to Rule 8, and only with the prior written agreement of the Society, beehives may be placed on a plot subject to the following conditions:

Bee keeping on our allotment sites

- While recognising the benefits to the plants grown by plot holders and the surrounding plant life the committee has a responsibility to ensure that the interests and the safety of other plot holders, and the public, is respected.
- Keeping beehives on our allotment sites is allowed with permission from the committee. An application form can be obtained from the Hon. Sec.
- To make an application the beekeeper must be fully paid up member of the South Harpenden Allotments and Gardens Society
- If the application is successful the beekeeper will be required to complete and sign the Agreement form, available from the Hon. Sec.
- The beekeeper must **annually** provide to the Society Secretary a copy of a current BBKA Basic Certificate together with a certificate of insurance (any member of the BBKA automatically has £5m third-party cover)
- Hives must not be moved from the agreed position on the site without permission from the committee
- The Site Representative must ensure that all plot holders on the site are in agreement with the hives being placed there
- Access to the hives must be fenced off and a notice erected stating there is no entry to the hives

If the site is near a school ensure that the school is in agreement with the placement of the hives. If the hives are to be placed near a public footpath the agreement of the Town Council is necessary

See this link for more information on bees and allotments

http://www.bbka.org.uk/files/library/allotment_guidance_v2_1306906558.pdf