ELDER STUBBS CHARITY

Handbook for Allotment Holders

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March 2019

Elder Stubbs Charity
Tenancy Agreement

1. The Elder Stubbs Charity Trustees ('the Trustees') are responsible for all policies, decisions and management of the Elder Stubbs Charity. Their powers are vested in them by Acts of Parliament passed in the 8th and 9th years of Queen Victoria's reign facilitating the Cowley Inclosure and the laying out of the site ('the Site') in plots as allotments. A list of the Trustees can be obtained from the Charity Manager.

2. Day to day management of the allotments is delegated by the Trustees to the Estate Managers who are jointly responsible for entering into tenancy agreements, collecting rents and managing the environmental resources of the Charity.

3. This agreement is with the person ('the Tenant') whose name is set out in the schedule below and runs for a period of up to 12 months from the date there entered in respect of the plot described and at the rent stated. Note the exceptions described in the section of "Allocation of Plots to New Tenants". **Tenants must observe all terms in this handbook**.

4. Unless otherwise agreed, all tenancies are for a period of one year from Lady Day (25th March). All rents are payable in advance on request. Late payment will incur a surcharge and non-payment within 28 days of request will be referred to the Trustees who may decide to terminate the tenancy.

5. In consideration of the grant of the tenancy by the Trustees, the Tenant agrees to the following terms and conditions:

5.1 To pay the rent in advance on request and failing this to pay a surcharge for late payment. This agreement may be cancelled if the Tenant fails to pay the rent by the end of April of each year.

5.2 To display their plot number(s) on their plot(s).

5.3 To keep their plot(s) free from weeds, well manured and in a proper state of cultivation, and to keep the surrounding areas, including the paths, tidy.

5.4 Not to cause any nuisance to occupants of any adjoining or other plots

5.5 Not to behave in an intimidating, violent or abusive manner towards other tenants on the Site, nor towards the Trustees, allotment staff or contractors.

5.6 Not to dump biodegradable or any other waste anywhere on the Site including in the surrounding hedges, woodlands or on neighbouring plots. Dumping of biodegradable or any other waste anywhere on the Site is forbidden.

5.7 The Tenant is encouraged to compost their own vegetable waste on their own allotment.

5.8 Not to remove soil from plots or from any part of the Site; this is forbidden.

5.9 Not to use any banned horticultural chemicals or creosote and tar-treated wood products.

5.10 Not to destroy or damage any tree, shrub, hedge, area of grassland, pond or any other part of the Site for whatever reason. Any such damage or destruction will be reported to the Trustees who will consider seeking compensation for such action, and the possible termination of the tenancy.

5.11 Not to sub-let the whole or any part of the plot. This is forbidden.

5.12 To obtain written permission from the Trustees, delegated to the Estate Managers:

(a) for the erection of any shed, greenhouse, or other structure of whatever size. Building materials must not be stored on plots without permission, or without being used.
(b) for the planting of any tree or shrub with a mature height of 1.5m or greater.
(c) before keeping any livestock (for example chickens, ducks, bees) on the Site.

5.13 To obtain permission from the Estate Managers for any vehicle access to the Site. With such permission, vehicles may be brought onto the site only for the delivery or removal of heavy loads, and then only when the paths are in a suitable condition.

5.14 To keep dogs and any other pets or creatures under control, and away from other plots, whilst on the Site and to clear any mess caused.

5.15 To keep children under responsible adult supervision at all times whilst on the Site.

5.16 To read, agree to, and observe: the Health and Safety Policy; Code of Practice for Bonfires; Equal Opportunities Policy; Allocation of Plots to New Tenants document; and Maintaining Your Plot document, as attached to this agreement, and to observe any future documents issued by the Trustees.

5.17 To vacate immediately the plot if so required by the Trustees following a breach of any of the terms of this agreement.

5.18 To return the Site gate key (and any site toilet key), which remains the property of the Elder Stubbs Trustees, immediately on termination of tenancy.

5.19 To notify the Estate Managers of any change of address, phone number, or e-mail address as soon as it is reasonably practical to do so.

6. The use on site of banned horticultural chemicals, creosote and tar-treated wood products is forbidden. For health and safety reasons the Estate Managers may, from time to time, periodically inspect plots, sheds, and other structures, without notice.

7. Intimidation, violence and abusive behaviour between tenants or towards the Trustees or their agents, or allotment staff, or contractors may result in immediate termination of the tenancy.

8. Any Trustee or any allotment staff may inspect plots at any time, without notice. If plots are not tidy, and not in a proper state of cultivation, photographs may be taken to record the state and the Tenant and the Trustees will be notified.

9. Failure on the part of a tenant to abide by the conditions of this tenancy may result in a written warning from the Trustees. The Trustees may decide to terminate the tenancy if such a warning has not been properly heeded within one month. Notwithstanding the forgoing, the Trustees may decide to terminate a tenancy with immediate effect for sufficient cause.

10. The Site Gate and toilet keys remain the property of the Elder Stubbs Trustees at all times. Refundable deposits, of the amounts stated in this agreement, are required to secure the loan of Gate or toilet keys for the duration of your tenancy. Gate and toilet keys must be returned to the Estate Managers immediately on termination of your tenancy. The amount of key deposit(s) refunded will depend on the state of your plot(s) when your tenancy ends, and is determined by an inspection of your plot(s) by the Estate Managers.

11. A tenant wishing to make a complaint should do so in writing. In the first instance complaints should be addressed to the Estate Managers, failing whom the Charity Manager.

THE SCHEDULE

I, _____ (PRINT NAME), being the Tenant, hereby AGREE to abide by the terms of this tenancy agreement.

Signature_____

Date: _____

Address: _____

_____

_____

Phone Number (home): _____

Phone Number (mobile): _____

Email: _____

Plot No: _____

Size of Plot: _____

Rent: _____

Potential Additional Charges:

1. **Gate Key:** this is a **single, one-off, refundable deposit** of **£15.00**.
2. **Optional for Cowley Field Tenants**: **Key to toilet by Restore buildings:** This is a **single, one-off, refundable deposit** of **£7.50**.

Note: Normally deposits 1. and 2. will be refunded when you return your key(s) on, or before, relinquishing your plot(s). However, we reserve the right to retain part, or all, of these deposits if you leave with your plot(s) in an untidy state. In this situation part, or all, of these deposits will be retained towards the cost of tidying and restoring the plot(s) for the next tenant.

3. **Maintenance Fund:** this is an **additional annual charge** of **£10.00** levied if you are unable to allocate time in any one rental year for communal allotment maintenance.

TOTAL to pay: _____

Contacts at Elder Stubbs

Estate Manager:

Phil Crème
Wychwood House
Winter Lane
West Hanney
Wantage
OX12 0LF
Tel: 07944 417289
Email: info@elderstubbscharityallotments.org

Assistant Estate Manager:

Anna Bosher

George Lowe 07883 201786

Charity Manager:
Antonia King
Email: charitymanager@elderstubbscharityallotments.org.uk
Tel: 07762 145703

Please note areas of responsibility for managers:

Please contact Phil in the first instance for any issues on site.

Contact Antonia for tenancy agreements, website, or matters for trustees.

Contact either regarding newsletters, vegetable show or safeguarding issues.

Elder Stubbs Email: info@elderstubbscharityallotments.org
Elder Stubbs Website: https://elderstubbscharityallotments.org/

Health and Safety Policy for Tenants

1. Tenants of the Elder Stubbs Charity undertake gardening activities at their own risk.

2. Tenants have a duty of care to work safely with gardening implements and hand tools.

3. Tenants using electrical or other power tools have a duty of care to observe the manufacturers' safety guidelines and abide by them.

4. Tenants should not need to climb ladders for any reason.

5. Horticultural chemicals should be stored in secure containers in locked sheds and be used only in accordance with manufacturers' safety guidelines.
   Tenants are NOT to use banned horticultural chemicals, creosote and tar-treated wood on site.

6. Garden shears, secateurs, scythes and other sharp implements should be kept oiled, sharp and in good repair and out of the reach of children.

7. Children must be kept under responsible adult supervision at all times.

Equal Opportunities Policy for Tenants

1. The purpose of this policy is to provide a formal structure for the Elder Stubbs environment where there is equality of opportunity and which is free from discrimination, victimisation and harassment on the grounds of sex, race, disability, sexual preference, colour, ethnic origin, religion, physical characteristics, age or marital status.

2. The Trustees are responsible for this policy and the Charity Manager and Estate Managers for its day-to-day implementation.

3. Tenants have an obligation to act in ways that make this policy effective.

4. Discrimination can be direct – as when a person is treated less favourably than others because of one of the factors in section 1 above – or indirect – as when a decision appears not to be discriminatory but actually disadvantages one individual or group more than another.

5. Harassment is behaviour that is unwanted, unreasonable and offensive. Such behaviour may be directed at an individual or group or may simply create an environment that is hostile, intimidating or humiliating.

6. Complaints under this policy should be directed in the first instance to the Estate Managers, failing whom the Charity Manager.

Code of Practise for Bonfires at Elder Stubbs

Due to past complaints from neighbours, and visits from the Environmental Health Department, bonfires at Elder Stubbs are permitted only on the following days:

- **Bonfires are permitted ONLY as follows:**
  - **from 1st October to 31st March on Tuesdays and the FIRST WEEKEND of the month within the above dates.**
  - **Bonfires MUST be started AFTER 12 noon and extinguished by dusk.**
  - **Bonfires MUST be supervised at all times.**
- **NO bonfires are permitted between 1 April and 30 September**

What You Can Burn:

Pernicious weeds such as Japanese Knotweed and plants infected with fungal diseases like Club Root, Downey Mildew or White Rot should be burnt (when dry) or taken to an approved tip.

- Please compost rather than burn
- Almost any non-woody plant, including many weeds, can be composted

Bonfire Guidelines:

Prior to lighting your bonfire, please move materials stored in autumn and winter to a new location, in order to ensure that any animals within may escape

- No material other than that produced on your plot is to be burnt on site.
- Only burn when suitable weather conditions permit to avoid causing a nuisance to local residents (wind drift etc.).
- Only organic matter – such as wood, prunings, and dry vegetable matter – is to be burnt.
- Do not set fire to massive piles of material. It is better to start your bonfire with a medium stack and then add more material when the fire is very hot.
- Non-vegetable matter such as plastic, rubber, roofing felt or bitumen, carpet, etc. **shall not** be burnt. Flammable liquids such as old sump oil **shall not** be burnt or used to light fires.
- Extinguish the bonfire before leaving the site - do not let the fire smoulder after you have gone.
- Only burn on your own plot, do not light fires for others.
- In the event of a reasonable complaint to the plot holder from another tenant or a member of the public, the bonfire MUST be extinguished immediately.

Allocation of Plots to New Tenants

Normally there is a waiting list for a plot on the Elder Stubbs allotment site. Our current procedure is to show the person at the top of the list a suitable plot as it becomes available, taking into consideration the size and status of the plot that they prefer.

The Elder Stubbs Charity would ideally present a plot to a new tenant in a weed-free and tidy state but, in reality, when plots become available it is often because former tenants were not able to manage the plot and keep the weeds under control.

Where a new tenant is willing to consider taking on a weedy plot, we will give some idea of the amount of work that might be involved. Our expectation would be that such a plot might be suitable for a new tenant who has had several years' growing experience elsewhere.

Where the plot is weedy, the plot will be strimmed by us to enable it to be dug and weeded, or covered with a ground cover membrane until work is ready to proceed.

All new plot tenancies will be expected to show that work has been done on a regular basis, and that there is an improvement in the managed status of the plot, in the first 3 – 6 months of tenancy.

The new plot will be reviewed by the Estate Managers at 3 months and at 6 months, and it will be necessary for us to see some progress with weed removal and plot management at these times.

A new tenant may be required to forfeit their tenancy or take on a reduced size of plot, or possibly a different plot, if the plot's status and condition appears to deteriorate.

It is necessary to inform the Estate Managers if your personal circumstances make it difficult for you to maintain your plot. In the short term, we will see in what way we may be able to provide assistance with the plot.

Rental payments are due when taking on a new plot.

Annual payments are due at the end of March. Notification about this will be sent in advance.

When a plot has been taken on late in the growing season, the Estate Managers have discretion to extend the first rental payment through the next season.

Extending the first rental payment through the next season could also apply to recognise additional work required to bring a weedy plot up to a tidy standard.

Maintaining Your Plot

We hope that your having a plot at Elder Stubbs is an enjoyable and rewarding experience. Factors contributing to this will include: choosing a size of plot that you can manage; realising how much time is required – and you have available – to manage your plot; and the level of your previous allotment experience.

Your Tenancy Agreement outlines what you need to do, and what is expected of you. In particular, note the following clauses:

5.3 To keep the plot(s) free from weeds, well manured and in a proper state of cultivation, and to keep the surrounding areas, including the paths, tidy

5.6 Not to dump biodegradable or any other waste anywhere on the Site including in the surrounding hedges, woodlands or on neighbouring plots. Dumping of biodegradable or any other waste anywhere on the Site is forbidden

5.7 The Tenant is encouraged to compost their own vegetable waste on their own allotment

5.8 Not to remove soil from plots or from any part of the Site; this is forbidden.

5.9 Not to use any banned horticultural chemicals, or creosote and tar-treated wood products.

5.12 To obtain written permission from the Trustees, delegated to the Estate Managers:

(a) for the erection of any shed, greenhouse, or other structure of whatever size.

(b) for the planting of any tree or shrub with a mature height of 1.5m or greater.

(c) before keeping any livestock (for example chickens, ducks, bees) on the Site.

In addition to the above, please note the following:

- The Estate Managers will inspect all plots 3 – 4 times a year and will contact any tenant whose plot appears to be becoming untidy and weedy. In this situation you will be asked to provide us with a plan and a time scale to return your plot back to being suitably tidy and free from weeds.

  It is helpful to let us know (of any change in) your circumstances before your plot gets too out of control.

  Tenants who do not manage to work to their suggested plan will be sent a formal letter and referred to the Trustees, to make clear what is needed to be done to keep the Tenancy.

- There are grass paths between plots. Do not reduce path widths or make paths too narrow. We need to be able to push a mower along the paths!

- Carpets or rugs are not allowed on plots.

- Building materials must not be stored on plots unless they will be used – again, permission must be sought from the Estate Managers!

- Tenants must respond promptly to any correspondence from the Estate Managers.

Copy of Elder Stubbs Charity Tenancy Agreement

[To be retained by Elder Stubbs]

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THE SCHEDULE

I, _____ (PRINT NAME), being the Tenant, hereby AGREE to abide by the terms of this tenancy agreement.

Signature_____

Date: _____

Address: _____

_____

_____

Phone Number (home): _____

Phone Number (mobile): _____

Email: _____

Plot No: _____

Size of Plot: _____

Rent: _____

Potential Additional Charges:

1. **Gate Key:** this is a **single, one-off, refundable deposit** of **£15.00**.
2. **Optional for Cowley Field Tenants**: **Key to toilet by Restore buildings:**
This is a **single, one-off, refundable deposit** of **£7.50**.

Note: Normally deposits 1. and 2. will be refunded when you return your key(s) on, or before, relinquishing your plot(s). However, we reserve the right to retain part, or all, of these deposits if you leave with your plot(s) in an untidy state. In this situation part, or all, of these deposits will be retained towards the cost of tidying and restoring the plot(s) for the next tenant.

3. **Maintenance Fund:** this is an **additional annual charge** of **£10.00** levied if you are unable to allocate time in any one rental year for communal allotment maintenance.

TOTAL to pay: _____