

# Ashgate Allotment Society



Handbook  
March 2023





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# A little bit about us

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Tucked away on the West side of Chesterfield lies the Ashgate Allotment Society gardens.

We are a little oasis hidden from view and enjoyed by our members, their families and our many friends from the animal kingdom. Throughout the year we have many visitors ranging from hedgehogs to foxes and blue tits to badgers all sharing the natural beauty of our gardens.

We have been on this site for over 70 years and have 60 individual plots which all change their appearance throughout the seasons of the year as seeds are sown and crops are grown.

Our vision is very simply for all members to work together for the benefit of the whole Society and the wider community, to treat each other with mutual respect, recognise individual diversity, protect the Society for future generations of allotmenters and ultimately have fun!

Ian Cheetham  
President 2022



# A bit more about us

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Ashgate Allotment Society Limited (the Society) is a not-for-profit co-operative society established under the Co-operative and Community Benefit Societies Act 2014 (registration number 4032). The Society was formed by, and for, the plot-holders in 2014.

The allotment site (the Site) is owned by Chesterfield Borough Council and leased to the Society.

An elected committee (the Committee) is responsible for the administration of the Society and the day- to-day management of the allotment site. The Committee is elected each year at the Annual General Meeting (the AGM) When a tenancy agreement is signed for an allotment plot, everyone named on the agreement automatically becomes a member of the Society; membership of the Society ends when the tenancy ends, for whatever reason.





# *The Tenancy Agreement*

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There are a range of legal, regulatory and statutory obligations placed on the Society. Each year, when the main tenant signs the tenancy agreement, both the main tenant and all named associates are agreeing to abide by the terms, policies and rules contained in this handbook. We trust that you fully appreciate the need for the Society to have these governance measures in place for the protection of existing and future Society members. Remember that your tenancy agreement is a legally binding document and if you do not adhere to the rules you may lose your tenancy.

New tenants will be subject to a probationary period usually for 3 months during the growing season, but can be longer depending on weather conditions.

As long as you pay the rent and abide by the terms and conditions you should be able to enjoy your plot for many years; some plot-holders have been here for many decades.

# *The Annual General Meeting*

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The Annual General Meeting (The AGM) is held each year in April. At the AGM, up to 8 members of the Committee are elected for 12 months by all voting members.

The 8 members of the Committee include the official Officers, President, Chair, Secretary, and Treasurer.

Both the positions of Chair and Secretary (whilst being voted upon annually), should be held by the same people for no more than a three year continuous period to both encourage fresh thinking and better develop succession planning for the committee.

# Volunteers we need you!

Chesterfield council decided, many years ago, that it would not manage allotment sites directly; opting instead to lease the sites to allotment associations.

One advantage of this arrangement is that the cost of renting a plot is considerably less – some council- managed sites in Sheffield make an annual charge of hundreds of pounds per plot. The ‘disadvantage’ is that the site must be managed and maintained by the plot-holders themselves, using their own volunteers.

All the facilities we enjoy today have been created by the work of volunteers. The conveniently sited water tanks, the drive, the car park, land drainage, sheds and storage containers, gates and fences are all there by the hard work of our volunteers.

We continually need volunteers to help run the Society whether that be by sharing in maintenance tasks or joining the Committee. From time-to-time we need specialist skills to help with issues such as fund raising, risk assessments and legal issues.

If you have specialist skills and would be prepared to help the Society, please speak to any Committee member. Please help us, to help you. Please volunteer, we need you!



# Membership

The Society is a member of the National Allotment Society.

For more information, please follow this link: <https://www.nsalg.org.uk/>



# Security

Consider security at all times. All plot holders have a responsibility for maintaining security on their plot, and the site in general.

- Please make the Committee aware of any incidents which may affect the security of the allotment site.
- Don't leave any valuables on site.
- Please note that plot holder's possessions are kept on site at the owners risk - they are not covered by the Allotment Society insurance policy.
- Put tools away at the end of each visit as these can be used by trespassers to gain entry to sheds etc.
- Keep your site and your plot secure. The allotment site is fenced and gated for insurance and security purposes - keep the gates locked at all times.
- **Please note:** do not swing/climb on the gates (or allow your children to) as they will be damaged and repairs will, invariably, increase the amount of rent we need to charge to cover the running costs of the allotment site.
- If you have a shed or greenhouse on your plot, you must maintain it in a safe and secure condition.
- Be a good neighbour - looking out for one another will help to make your site feel safer.

## Note:

The entrance gates are locked with a combination type padlock. The code to unlock the padlocks will be given to you by the Committee.

There is a strict 5 miles per hour speed limit which must be adhered to on the access lane and on the site.

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# Access to the site and car park

We have very limited on-site parking, in front of the committee shed. There is unrestricted parking available on Ashgate Road, near to the entrance to the site. Beware of the post, as you turn left at the bottom of the drive.

At the end of the entrance lane, underneath the traffic cone is a concrete post, which has been placed there by the property owner. The post is very difficult to see from a vehicle as you get close to it.



## Water tanks

### **Do not drink water from the water tanks**

- Water tanks are provided at various places on the site for the use of plot holders, but these are filled from a metered water supply and form a substantial part of the rent we have to charge each year.
- Please replace the lid on the water tank after using it.
- Children under 16 should not use the water tanks.
- Only use watering cans or buckets to get water from the tank.
- No pumps or syphons are permitted.
- Please don't wash tools, plant pots or hands in the water tanks, as this causes contamination and spreads disease.
- To keep your rent as low as possible we strongly advise that you collect and store rainwater on your plot.
- The easiest way to do this is by attaching guttering to your shed and/or greenhouse and collecting the rainwater in a butt; this will also provide water where it is actually needed and reduce the need to walk to the nearest water tank.

The committee will be happy to provide advice and may be able to direct you to a source of cheap water butts. All water butts should be covered for safety and to keep leaves and debris out. Water your plot in the morning or evening to reduce risk of evaporation or scorching.

**Remember that over-watering can be just as unproductive as under-watering!**





# A guide for your new plot

## Preparing your plot



Annual weeds and vegetation can be composted but be sure to remove all roots of perennial weeds!

When planning the layout of your allotment, it is a requirement that a minimum of 75% of the total area of your plot should be used to cultivate fruit, vegetables and flowers (greenhouses count as space used for cultivation as long as you use them to grow, or start, crops or flowers and is not just used for storage purposes)

When taking on a new plot there are likely to be plenty of weeds!

Be prepared for lots of hard work to clear the plot properly, but remember that it's a job worth doing. Careful weed removal and preparation of the soil at this stage will reap future benefits! To keep on top of weeds you will need to make frequent visits to your plot, especially during the main growing season.

Digging over the ground and removing roots is the only really effective organic way to remove weeds.





# A guide for your new plot

## Fruit trees



Fruit trees take a lot of water from the soil and can grow to considerable height, which can cause shade and affect plants growing on neighbouring plots. Fruit trees should therefore be on dwarf rootstock and, ideally, not make up more than 25% of the total area of your plot. More information on rootstocks for fruit can be found by clicking [here](#)

## Communal areas

- Communal paths and access paths (i.e. all areas not actually within the internal dimensions of your plot) should be kept clear of vegetation and potential hazards such as tools or discarded rubbish.
- You must not dig up paths between plots.
- The Committee cut the communal areas and grass paths between plots, but do not strim or cut the edges of each plot. Please keep the edges of your plot tidy by strimming/cutting any grass verges.

You will be given reasonable time to cultivate a new plot. However, the Committee will need to see continual progress towards full cultivation, to ensure we comply with the conditions contained in the lease we have with Chesterfield Borough Council.

If you have difficulty achieving cultivation of your plot please contact the Committee immediately - we will be happy to provide advice and may be able to offer other options (e.g. moving to a smaller plot, etc.).

If your plot is not well maintained, you are at risk of losing your tenancy agreement. It is therefore very important that you attend regularly throughout the year, and develop a regular cultivation and weeding routine.



# Spring



- Rotovate / dig all plots following winter frost ready for planting.
- Have a three / four year crop rotation plan to avoid spreading disease.
- Sow seeds as soon as the weather is warm enough or under cover in cold frames / greenhouses etc.
- Spread rotted compost from your compost bin as required.
- Treat plots as appropriate a couple of weeks before planting with Fish, Blood and Bone or similar and rake into the soil.
- Harden plants off gradually coming out of the greenhouse before planting on the plot.
- Ensure all young brassicas and tender green plants are netted to prevent pigeon damage.
- Use slug pellets very sparingly and cover with nets or similar to prevent damage to birds and other wildlife.
- Plant potatoes and sow other root crops as conditions allow, follow packet instructions. Water new crops sparingly so roots look for water deeper in the soil.
- All the onion (alliums) family (apart from autumn varieties) can be planted.
- Use covers / cages to stop birds disturbing sets etc.
- Start to thin young seedlings out as per the seed packet instructions.
- Generally follow seed and plant instructions on the packets, remembering weather conditions further north are very different to the south.
- Keep weeding as weeds will flourish as conditions warm up.
- Keep grass paths cut and tidy to prevent spreading couch grass on the plot.
- Remember a lot of root crops such as beetroot / parsnips / carrots don't thrive on newly manured ground. Manured ground from the previous year is preferable.
- Attend the allotment AGM.

# Summer

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- Keep weeding to prevent infestation. Remember the old saying: "One year's seeding means seven years weeding".
- Water plants / seeds as required as opposed to watering every time you are at the plot, remember the less you water the further roots will look for water deeper down. Don't use a rose for watering mature plants and thoroughly soak the ground on these occasions.
- Keep harvesting all crops as they mature, this will encourage more produce per plant.
- Net bush fruit which are maturing to prevent bird damage also check for pests. Pick mature fruit regularly to increase yields.
- Hoe between crops carefully without disturbing roots to allow air and water to penetrate.
- Continue to earth up potatoes to prevent tubers turning green.
- Keep checking for diseases such as rust and blight, use appropriate manufacturers products and follow the instructions carefully. Remove any infected plants off site immediately.
- Look out for whitefly on brassicas, particularly kale and blackfly on broad and runner beans. Try treating with soapy water or carefully use commercial pesticides according to manufacturer's instructions as soon as possible.
- Spray runner beans with tepid water in very dry weather to prevent flowers breaking off.
- Keep greenhouses well ventilated in the summer, doors and windows need opening and shutting every day to get best results from tomatoes / peppers / cucumbers etc.
- Tie in tomatoes and pinch out the side shoots to increase yields.
- Damp down greenhouse benches and floors during very hot weather to prevent red spider mite and provide a more humid atmosphere.
- Ensure onions and garlic are completely dried out before trimming tops and roots ready for winter storage.
- Think about autumn / winter crops such as winter and spring cabbage and start sowing seeds ready to plant out late varieties.





# Autumn

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- Keep weeding.
- Tidy all areas and dispose of old plant foliage as soon as possible to prevent spreading disease and making nice warm homes for slugs over the winter months. Keep plots free of any green rubbish.
- Potato tops (blight issues) and any diseased plants should not be composted but disposed of off-site as soon as possible.
- Winter dig plots during October / November / December, weather permitting: avoid trampling wet soil.
- Order manure as soon as possible and spread over plots after winter digging or store under cover to use as required.
- Leave access at the end of your plot for the manure to be dropped by the farmer's tractor. Please don't build compost bins or other structures on the road / drive end of the plot if you plan to have manure delivered.
- Mulch fruit bushes with manure / compost.
- Now is the time to plant new fruit bushes.
- Cut down asparagus after the fern turns brown and mulch with manure.
- Plant next year's garlic cloves and winter onions for a summer crop. Some broad beans can also be planted over winter.
- Ensure pumpkins and squash are stored in greenhouses or sheds before the frosty weather.
- Clean / disinfect greenhouses inside ready for next season.
- Keep harvesting from any autumn and winter producing plants.



## Winter

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- Order / buy seeds for the new season.
- Ensure all winter digging is complete before the weather turns really wintry.
- Check soil Ph. and lime if required for brassicas etc.
- Clean and oil all tools, spades etc.
- Tidy sheds and ensure they are watertight, treat with stain if required.
- Construct compost bins to recycle green waste etc.
- Keep clearing snow off greenhouse roofs as soon as possible to avoid glass damage.
- Ensure water butts are catching rainwater from guttering ready for the new season.
- Prepare runner bean trenches, filling with green waste / compost and manure.
- Chit potato sets ready to plant in spring.
- Prune, mulch and feed bush fruit as per manufacturer's instructions over the winter.

# Useful sources of information

## Recommended Reading:

The Vegetable Expert:	Dr. D. G. Hessayon	ISBN - 9780903505468
The Greenhouse Expert:	Dr. D. G. Hessayon	ISBN - 9780903505406
The Fruit Expert:	Dr. D. G. Hessayon	ISBN - 9780903505314
The Allotment Specialist:	A&G Bridgewater	ISBN - 9781845374822
RHS Pests & Diseases:	Pippa Greenwood & Andrew Halstead	ISBN - 9780241315606
The Allotment Hand Book:	Caroline Foley	ISBN - 9781843305835
Allotment Month By Month:	Alan Buckingham	ISBN - 9780241360002
Allotment Gardening For Dummies:	Sven Wombwell	ISBN - 9780470686416:

## Useful Websites:

The National Allotment Society:

The Royal Horticultural Society:

Allotment Garden:

Allotment Gardening:

All About Allotments:

Alternative weedkillers:

## Useful Websites:

<https://www.nsalg.org.uk>

<https://www.rhs.org.uk/advice/beginners-guide/allotment-basics>

<https://www.rhs.org.uk/advice/grow-your-own>

<https://www.allotment-garden.org>

<https://allotmentgardening.org.uk>

<https://www.allaboutallotments.co.uk>

<https://www.consumernotice.org/environmental/pesticides/roundup/>



Ashgate Allotment Society



# Financial

The Committee has overall responsibility for budgets and spending decisions.

The Treasurer is responsible for financial control and producing the required accounts in the correct format.

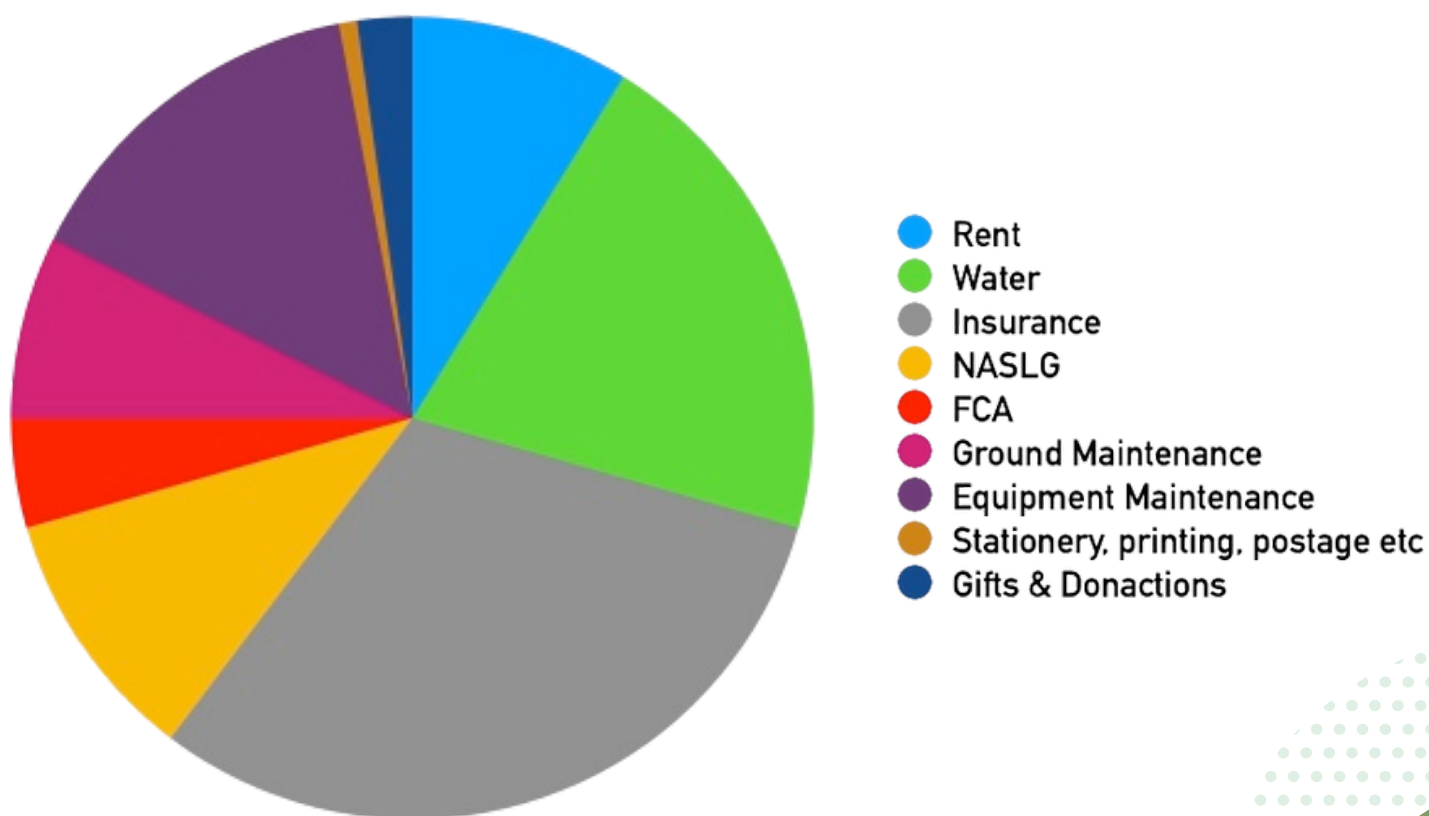
The accounts are audited by an independent competent person. Annual accounts are distributed at the Annual General Meeting.

The accepted financial institutions advise that best practice for a Members Society should be to hold in reserve funds to cover at least one year's running costs plus an amount for any unforeseen/ extraordinary expenses and for the renewal of capital equipment.

It is the Committee's responsibility to adhere to these principles as far as possible.

The increasing costs due to inflation on our expenditure is also taken into account by the Committee when it is deemed necessary to recommend an increase in the annual subscription at the Annual General Meeting.

## Where does your money go?



# Health & Safety

The Society has a legal duty of care to plot holders and visitors.

There are many areas which are regulated by law, our lease with the landlord and the stringent requirements of our insurance company.

Please read the Health and Safety Policy carefully to keep yourself safe and ensure that we don't breach any legal or contractual requirements, which could adversely affect the future of the allotment site.

To comply with our insurance requirements, the Society must undertake regular risk assessments.

The Committee usually carries out a monthly health & safety inspection of the whole site.

## Not permitted:



- Barbed wire
- Corrugated sheeting next to a path or communal area
- Firearms and air weapons
- Ponds
- Beekeeping
- Keeping of any livestock
- Fires of any type - including incinerators
- Violent or abusive behaviour

# Health & Safety

## Strimming

When strimming overgrown areas - be aware of hazards such as hedgehogs, holes, bricks, rubbish, glass, etc. and wear protective clothing.

## Weedkiller

Pesticides, herbicides and inorganic fertilisers can be helpful when clearing and cultivating an allotment; however they can also be hazardous and have environmental implications.

Please consider the potential harm to beneficial wildlife, pets and children before use. If you decide that there is no alternative but to use a weed killer:

- Try to keep use to a minimum and avoid contaminating communal areas and other plots.
- Do not estimate amounts - measure them carefully.
- Never use when it is raining or windy as they can spread further than the required area.
- Store out of the reach of children and locked away securely.

Please contact the Committee if you intend to use weed killer on large areas of your plot (rather than just spraying individual weeds or very small areas).

The Committee will recommend the most suitable products and advise the best time and conditions to use them.

Weed killer must not be used on communal areas (including the paths between individual plots) as it can easily spread and adversely affect the crops on neighbouring plots and/or kill the grass on the paths.

If you have a valid reason for wanting to use weed killer in communal areas please consult the Committee, who will assess the risk and consider other available options before giving permission; a Committee member may need to supervise the application of weed killer in particularly sensitive areas of the allotment site.



# Ashgate Allotment Society



## Society Rules



# Rules

# Society Rules

## **Overview**

These rules are necessary for the Society to comply with the law, health & safety regulations and conditions imposed upon us by our landlord, Chesterfield Borough Council. Other rules are just good practice and common sense, to allow all plot-holders to enjoy the facilities without annoyance, or damage occurring. Some of the terms used in the rules may seem archaic. We have to 'mirror' terms contained within our lease with the council and within relevant legislation.

Ashgate Allotment Society is a Limited Company and registered with the Financial conduct Authority (FCA) as a Co-Operative Society, Registration Number 4032.

All fully paid up Main Tenants of the Society become Members of Ashgate Allotment Society Limited. The following terms apply:-

- Main Tenant is the named person on the tenancy agreement. This person becomes the voting member of the Society as long as their rent is fully paid and they hold a current tenancy agreement.
- Main Tenants can name up to two associate tenants on their tenancy agreement. Associate Tenants must be over the age of 16 (sixteen). Associate Tenants, usually with the agreement of the Committee have succession rights to the allocated plot of the Main Tenant in the event of the Main Tenant deciding to voluntarily terminate their tenancy agreement.
- If the Main Tenant holds more than one plot, they still only have one single membership of the Society and consequently one vote.
- Associate Tenants do not have any voting rights.

# Society Rules

**1.** All applications for a new tenancy shall be submitted in writing to the Secretary of the Society (either on the online form, email or hardcopy). The name, address telephone number and email address (if available) of the Proposed Main Tenant/ Member must be provided.

When a plot becomes available, the Proposed Main Tenant/ Member will be interviewed by up to 3 members of the Committee, which will include the Secretary who will recommend the Proposed Main Tenant/ Member for membership to the main Committee. Once agreed, the plot is allocated to that Main Tenant, subject to the rental being paid.

**2.** All fully paid up Main Tenants of the Society become Members of Ashgate Allotment Society Limited.

The advance rent for each year of tenancy shall be due by the 31st March and be paid no later than the 30th April each year. No Tenant in arrears with rent shall be allowed to remove from the Allotment Gardens any items without formal consent from The Committee.

**3.** Each Tenant shall keep their plot in a good state of cultivation and fertility (with a minimum of 75% of their plot cultivated) to the satisfaction of the Society Committee and in accordance with statutory obligations. Plots shall be inspected by the Society Committee on a monthly basis as part of the formal Society Committee meetings.

Up to 75% of the cultivatable area of a plot may be covered, with a suitable natural material, from 1st November through to the following 1st March, providing it is properly secured and regularly inspected, by the tenant, to ensure it remains safely in position.

**4.** Each Tenant shall comply with the following conditions:

**a)** Not to sub-let, assign or part with the possession of the plot or any part of the Allotment Gardens.



# Society Rules

b) Not to exchange plots without the prior agreement of the Society Committee. An exchange of, or request for additional plot, may be made by an existing Tenant and shall be submitted in writing to the Secretary of the Society (either in hard copy or via email) as per the Transfer and Succession Policy.

The plot to be relinquished must be left in a good state of order and condition ready for immediate reoccupation.

c) Not to keep any livestock or bees, in accordance with the provisions of the Allotments Act 1950, without the written consent of the Committee.

d) Not to obstruct any path or any other part of the Allotment Gardens with manure or refuse, and to keep every path, fence, hedge and ditch bordering the Tenant's plot in good repair, trimmed and cleaned out, except such paths, fences and ditches as the Society have agreed to keep in good order. Please ensure all pegs and netting are kept within the boundaries of the Tenant's own plot so as not to obstruct the mowing of paths. Under no circumstances should any waste be disposed of in the hedgerows bordering the site.

e) Not to cause any nuisance or annoyance to the Tenant of another plot, to trespass upon or to bring any dog onto the Allotment Gardens unless the dog is kept on a leash at all times. Should any part of the Allotment Gardens be fouled by any animal belonging to the Tenant, or Tenant's visitor, it shall be cleaned immediately.

f) Not to erect, cause or permit to any building on the Allotment Gardens without the prior consent of the Society Committee. Applications for the erection of any building shall be made to the Society Secretary.

g) To close and lock all gates at all times. Climbing of gates may be construed as willful damage to the Allotment Gardens and will breach the Health and Safety Policy.

h) To observe and perform all conditions contained in the Tenancy Agreement under which the Society hold the Allotment Gardens and not, without the written consent of the Society Committee, to cut or prune any tree (except fruit trees) or take, sell or carry away any mineral, gravel, sand or clay.

5. This Tenancy Agreement may be terminated by the Society in accordance with the provisions of the Allotments Act 1922, as amended by the Allotments Act 1950. Please see the **Termination Policy**.

# Society Rules

- 6.** No Tenant shall carry out any building works, alterations or construct drainage in any area outside the confines of their plot without formal prior written approval of the Society Committee. The Society Committee will consider the Tenant's application at a formal Committee Meeting and inform the Tenant of their decision in writing within one calendar month.
- 7.** Any Tenant or any Officer or Agent of the Council shall be entitled access at any time in order to inspect the Allotment Gardens.
- 8.** The Allotment Gardens shall not be used for the purpose of any trade or business.
- 9.** Tenants are responsible for the safety of all equipment and personal property kept upon the Allotment Gardens. No liability will be accepted by the Society for the loss, damage to or theft of personal property or crops from the Allotments.
- 10.** Tenants are responsible for their plot under the provisions of the Occupiers Liability Act 1957 and the Occupiers Liability Act 1984.
- 11.** Water shall only be taken from the Society's water tanks by watering can or other such container. Hose pipes are not permitted to be used for conveying water from the tanks by pump, siphon or gravity.
- 12.** Accidents occurring on any part of the Allotment Gardens must be reported to Society Committee immediately and recorded in the accident book. Tenants will be expected to co-operate with any subsequent investigation.
- 13.** Barbed wire is not allowed anywhere on the Allotment Gardens.
- 14.** Children (under Sixteen years old) must be closely supervised at all times and must not leave the Tenant's plot unless accompanied by a responsible adult.

# Society Rules

- 15.** Children (under Sixteen years old) shall not use the water tanks for reasons of Health & Safety.
- 16.** Any chemicals stored on the Tenant's plot must be marked and have safety and emergency action data readily available.
- 17.** Corrugated sheeting must not be erected next to any path or walkway within the Allotment Gardens.
- 18.** Cycling is not permitted on the Allotment Gardens. Cyclists should dismount at the entrance to the Allotment Gardens and push bicycles to the plot.
- 19.** Firearms and air weapons are not allowed on the Allotment Gardens.
- 20.** Tenants are not permitted to set fires of any kind within their own plot or elsewhere on the Allotment Gardens.
- 21.** Illegal Substances of any kind will not be grown, cultivated, brought to, used or stored on the Allotment Gardens.
- 22.** Incidents of trespassing or damage should be reported to the Society Committee immediately.
- 23.** No new ponds (purchased, personally built or otherwise) shall be constructed on the Allotment Gardens for reasons of health, safety and compliance with the Society's insurance policy. Any existing ponds will be monitored by the Society Committee as part of the formal monthly Society Committee meetings to ensure health and safety obligations are fully met.
- 24.** The Allotment Garden's speed limit is 5mph on the approach road and within the Allotment site perimeter.



# Society Rules

- 25.** Violence and abusive behavior will not be tolerated on the Allotment Gardens. Incidents will be dealt with under the **Termination Policy** of this Agreement and/or reported to the police.
- 26.** Visitors must be accompanied by a Tenant or Associate Tenant whose name appears on this Tenancy Agreement. If a friend or relative is tending the Tenant's plot in the absence of the Tenant, the Society Committee must be informed of this beforehand in writing (either in hard copy or via email).
- 27.** Waste must be removed from the Allotment Gardens immediately.
- 28.** The Society reserves the right to amend the Terms and Conditions of the Tenancy Agreement from time to time. Any amended Terms and Conditions shall be binding upon the Tenant following the service of a copy of the amended Terms and Conditions on the Tenant by letter, email or notice posted on the notice boards.
- 29.** The Committee may at any time reserve the right to prohibit access of motor vehicles to the Allotment Gardens if access may cause harm to the gardens, interrupt Society activity, breach the Society Rules under (Section 24) or contravene the Society **Health & Safety Policy**.
- 30.** When a tenancy agreement is signed for an allotment plot, the Main Tenant becomes a Member of the Society; membership of the Society ends when the tenancy ends, for whatever reason.
- 31.** Polytunnels are not allowed anywhere on site.
- 32.** The grassed pedestrian walkway around the site is protected by security bollards at either end of the walkway. The Society bollards can only be opened in exceptional circumstances to protect the walkway.

# Ashgate Allotment Society



## Health & Safety Policy



# Health & Safety Policy

Allotment sites and the activity of gardening is relatively risk free if people are aware of the hazards and make steps to ensure that themselves, other people and wildlife are not put at risk. The Council undertakes risk assessments each year on their allotment sites. Please read and consider the following points before allotment gardening.

## **1. Physical exercise**

**1.1** Digging the soil is one of the most physically demanding tasks in gardening, as it involves continued bending and straightening of the back when lifting a spade of soil. It needs to be approached with care, particularly if you are not used to heavy work. Sensible shoes are essential to save you from a forked foot or worse.

## **2. People visiting/helping plot holders/dogs**

**2.1** Only the Main Tenant, and any Associate Tenants, named on the Tenancy Agreement, are insured. Any children (under 16) must be supervised at all times, and not leave the plot unless accompanied by an adult.

**2.2** Visitors must be accompanied by a plot holder whose name appears on the tenancy agreement. If a friend or relative is tending the plot in the absence of the plot holder (e.g. to water while the plot holder is on holiday), the Society Committee must be informed of this beforehand, by email, or placing a note in the allotment post box.

**2.3** Dogs are permitted on the allotment, but must be kept on a lead, kept on the plot holder's plot, and any mess made must be cleaned up and removed from the allotment.

**2.4** Third party contractors- the Secretary must be informed of any intention to bring a third party contractor onto the Allotment Gardens to ensure that appropriate risks are managed and insurance provisions are in place.

## **3. Hazardous materials/asbestos**

**3.1** You must immediately report any incident or hazard outside your control to a member of the Committee.



# Health & Safety Policy

**3.2.** Ensure that you do not leave broken glass and other hazardous materials on the allotment. If you discover a significant amount of rubbish underneath the soil, such as broken glass, plastics etc., then please contact the Committee who can offer some assistance in removing it from the plot.

**3.3.** If you find any asbestos on site, stop work immediately and inform the Committee, who will work with the Council to remove any hazardous material, and make the site safe.

**3.4** Barbed wire is not allowed anywhere on the allotment site.

**3.5** Corrugated sheeting must not be erected next to any path or walkway

## **4. Risk of infection**

**4.1.** Humans are at risk of infection from handling animal manure. Always wear gloves when handling any type of manure. Fresh manure should be heaped for 6 months, giving time for e-coli to break down. It is the responsibility of the plot holders for basic hygiene and to check their tetanus boosters are up to date.

**4.2.** Stopping for a lunch break helps restore energy after lots of digging, but don't forget to wash your hands first. Keep a hand-sterilising gel handy or in the shed.

**4.3.** Always wash your fruit or vegetables thoroughly before eating them.

## **5. Tetanus or Lockjaw/Weil's disease (Leptospirosis)/Legionella**

**5.1.** Tetanus or Lockjaw is a serious infection caused by bacterium that lives in the soil and especially manured soil. It enters the body through the tiniest abrasion, scratch, thorn, puncture or cut, and a few days or weeks later the illness hits. Please make sure that you have a vaccination that can protect you against tetanus.

**5.2** Weil's Disease (Leptospirosis) is a hazard on allotment sites. Please be aware of the symptoms. Do not store any foodstuff on the plot as this can attract vermin.

**5.3.** In very hot weather, especially in green houses, it is possible, although very rare, for Legionella (Legionnaires' Disease) to multiply in warm water to potentially harmful levels. Avoid storing potting media in greenhouses or spraying fine mists.

# Health & Safety Policy

## **6. Skin irritations**

**6.1.** Wear gloves and a long-sleeved shirt when pruning plants that can cause skin irritations. For example: ivy, euphorbia or rue.

## **7. Garden tools**

**7.1.** Garden tools can be a hazard if they are not stored properly, or are left lying around the garden when not in use. For example: upturned spades and forks.

## **8. Pesticides and fertilisers**

**8.1.** Ensure that chemicals are kept securely locked in their own cupboard in your shed, away from children, and in clearly marked containers. Do not keep them in lemonade bottles or other food containers or leave them lying around your plot. If you must use chemicals, please keep them to your own plot and do not put them on your neighbour's plot. They may garden organically and will not thank you for it!

**8.2.** When using pesticides or fertilisers ensure you wear suitable clothing.

**8.3.** Please ensure that pesticides or fertilisers are disposed of responsibly. Pesticides should never be included in household rubbish, burnt, placed in skips or poured into any kind of drainage system or watercourse. If in doubt, please contact the Committee.

**8.4.** Please note that Garden Organic ([www.gardenorganic.org.uk/](http://www.gardenorganic.org.uk/)) provide advice and publications on methods of pest control that do not require pesticides and gardening methods that reduce pest attack.

## **9. First aid kit and accidents**

**9.1.** A first aid kit is a wise addition to the tools kept in the garden shed. A small selection of adhesive plasters, antiseptic ointment, a pair of tweezers for removing thorns and splinters, and a gauze or lint pad to use as a compress to stop the bleeding if you are badly cut.

**9.2** A first aid kit is also held in the Committee shed, which can be accessed via a Committee member.

# Health & Safety Policy

**9.3** Accidents occurring on any part of the allotment site must be reported to the Committee immediately and recorded in the accident book. Plot holders will be expected to co-operate with any subsequent investigation.

## **10. Power Tools**

**10.1.** Most power tools need specific safety and handling training; e.g. power chainsaws, strimmers, lawn mowers with metal blades, and rotavators. A large rotavator can be a bit of a strain to control, so take a while to get used to it. Power strimmers and shredders all have their dangers as well. Always follow the manufacturer's instructions.

## **11. Water tanks and ponds**

**11.1.** Lids must be replaced on water tanks after use. This is for health & safety reasons, and also to stop water evaporating during warm weather.

**11.2** Do not drink the water from the tanks. Garden implements and tools, produce, boots, and hands may not be washed directly into the water tanks.

**11.3.** Children under 16 must not use the water tanks, as there is a risk of drowning.

**11.4.** No new ponds are permitted for reasons of health, safety, and compliance with the Society's insurance policy.

## **12. Hazards for wildlife on allotments**

**12.1.** These include: litter, low-level fruit netting, use of pesticides, open drains, slug pellets, mowing, strimming, broken glass and pre-stacked bonfires. Certain wildlife; e.g. badgers, slowworms, some birds of prey and reptiles, have specific legal protection concerning their management. Contact English Nature for advice about protected species.

## **13. Vermin**

**13.1.** Rats carry 70 diseases including Weil's Disease, which can cause human death via contaminated water. Plot holders must be vigilant and report any signs of infestation, which include burrows, tracks, droppings and observing the vermin. Contact the Committee for advice and to report problems.



# Health & Safety Policy

## **14. Risk of infection**

**14.1.** Humans are at risk of infection from handling animal manure. Always wear gloves when handling any type of manure. Fresh manure should be heaped for 6 months, giving time for e-coli to break down. It is the responsibility of the plot holders for basic hygiene and to check their tetanus boosters are up to date.

**14.2.** Stopping for a lunch break helps restore energy after lots of digging, but don't forget to wash your hands first. Keep a hand-sterilising gel handy or in the shed.

**14.3.** Always wash your fruit or vegetables thoroughly before eating them.

## **15. Personal safety**

**15.1.** Allotment gardeners often spend long periods of time on their own on site: take personal safety seriously and tell another person where you are going and what time you will be back. If you have a mobile telephone take it with you. Always lock the gate behind you upon entering and leaving the site.

**15.2.** Be aware of weather conditions that can affect walking surfaces such as hardcore and grass. Use sunscreen to protect you from over exposure to the sun.

**15.3** No cycling is allowed on the allotment site, as there are many hazards. Please dismount at the gate.

**15.4** Firearms and air weapons are not allowed on the allotment site.

**15.5** Illegal Substances of any kind must not be brought to, used, or stored on the allotment site.

**15.6** Incidents of trespassing or damage should be reported to the Society Committee immediately.

**15.7** Violence and abusive behaviour will not be tolerated on the allotment site. Incidents will be dealt with under the Termination of Tenancy Agreement provisions set out in the Tenancy Agreement and/or reported to the police.

# Health & Safety Policy

## **16. Bonfires**

**16.1.** There is no law preventing bonfires, or specifying the time that you can have them. The Environmental Protection Act (1990), however, prohibits a statutory nuisance being caused by smoke. Therefore, all bonfires on the site are to be managed under the control of the committee.

**16.2.** Check weather conditions to ensure that there is not significant wind, do not leave a fire unattended and ensure that it is completely put out with water before you leave. Please see the Council's Guidelines on Domestic Bonfires for more information.

**16.3.** Check your bonfire for wildlife before lighting it.

## **17. Cars and Parking**

**17.1** Cars are allowed on the allotment, but there is a 5 mph speed limit for the safety of all plot holders. Please park with regard to other plot holders, and so that the efficiency of the car park is maximised.

This document must be read in conjunction with the Allotment Tenancy Agreement you should have already received. Copies can be obtained from the Ashgate Allotment Society Secretary.



# Ashgate Allotment Society



*European General Data Protection  
Regulations (GDPR) Society Policy*





# (GDPR) Society Policy

Under the European General Data Protection Regulations (GDPR) Directive, the Society, of which all Members are a part of, have a statutory duty to comply with the obligations set out under this legislation. By definition the Society acts as a Data Controller.

This is because the Society holds limited personal data on a lawful basis under Article 6 of the legislation that can be associated with living people (irrespective of whether the data may be already in the public domain).

This limited personal data is only captured in order to enable the effective running of the Society - without which the Society cannot function.

The Society, as all organisations that hold personally identifiable data, is subject to the statutory legal requirements of this legislation in accordance with the UK Government - Information Commissioners Office (ICO) directives. The limited personal data the Society holds on the Member is:

- Name
- Address
- Telephone number
- Email address (if applicable)

The Society holds the above data in order to communicate with the Tenants to enable the effective operation of the Society, for example, sharing AGM minutes, financial updates, newsletters, notices etc.

However, under ICO definition any written communication with a Tenant via any means is classified as 'marketing'.

As such the Society requires from the Tenant a positive 'Opt In' acceptance to enable the Society to contact the Tenant in relation to Society matters. The Society does not hold data on Associate Tenants other than name and does not communicate in writing.

# GDPR Society Policy

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## 1.) The Society's policy is as follows:

- 1.1) The Society will not sell, disclose or pass on the Tenants details to any third party unless legally obliged to do so or there is a lawful reason to do so, such as the Society's insurer requesting this information.
- 1.2) Should an entity such as the Local Authority, Financial Conduct Authority or the Society's insurer lawfully request the personal data the Society holds the Tenant will be advised in advance.
- 1.3) Under no circumstances will the Society sell, disclose or pass, including for the use of marketing or data gathering purposes without the Tenant prior written consent.



# Ashgate Allotment Society



## New Tenant Policy





# New Tenant Policy

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## 1) Selection Process

**1.1)** All applications for Membership shall be made via the online form, email or hardcopy, to the Secretary of the Society. The Secretary shall maintain records.

**1.2)** When a plot becomes available, the Proposed Main Tenant/Member will be interviewed by up to 3 members of the Committee, which will include the Secretary who will recommend the Proposed Main Tenant/Member to the main Committee.

Once agreed, the plot is allocated to that Main Tenant who becomes a member of the Society, subject to the rental being paid.

**1.3)** Each application will be processed in chronological order of written receipt. Should a Proposed Main Tenant/Member currently on the Society's waiting list be offered a plot, the Proposed Main Tenant/Member will have one calendar week to either accept or decline the offer.

**1.4)** If the Proposed Main Tenant/Member accepts the plot then the provisions of the **New Tenant Policy** will apply.

**1.5)** Should the Proposed Main Tenant/Member decline the plot then they shall be moved to the bottom of the waiting list resetting the chronological order. In this event the plot will be offered in to the next Proposed Main Tenant/Member on the waiting list and the same process will apply.



# New Tenant Policy

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## 2) Probationary Process

**2.1)** To ensure that the choice to take on a plot has been the right decision for a New Tenant and equally that any New Tenant has time to demonstrate that they are able to maintain their plot in accordance with the terms of this Tenancy Agreement, the Society usually has in place a three calendar month probationary period during the growing season. This process has been put in place for the mutual protection of the New Tenant, the Society and the Society's Members.

**2.2)** In the event that either party (The Society or the Tenant) should terminate the Tenancy Agreement for whatever reason during the three calendar month probationary period, the Society shall reimburse the Probationary New Tenant in part for the rent paid for the remainder of the tenancy year. In any event of termination of this Tenancy Agreement the Tenant effectively resigns from Membership of the Society.

## 3) Voluntary Termination

**3.1)** Should a Probationary New Tenant wish to terminate their Tenancy Agreement during their probationary period they may do so in writing at any time. This notification should be made to the Secretary.

**3.2)** Upon notice of Voluntary Termination being served the Probationary New Tenant shall have fourteen days to remove from the Allotment Gardens all personally owned crops, possessions, debris, building or other constructions leaving the plot in a state ready for immediate possession by an incoming Tenant.



# New Tenant Policy

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## 4) Involuntary Termination

**4.1)** The Committee shall monitor the New Tenant's progress, offer advice if necessary and seek to resolve any emerging concerns in an informal, constructive and amicable manner. However, should the Committee have ongoing concerns about the Tenant's ability to maintain the plot in accordance with the terms of this Tenancy Agreement and the informal remedies detailed above prove ineffective then the Committee by simple majority vote at a formal Committee meeting has the right to terminate the Tenancy Agreement with immediate effect.

**4.2)** Upon notice of Involuntary Termination being served the New Tenant shall have fourteen calendar days to remove from the Allotment Gardens all personally owned crops, possessions, debris, building or other constructions leaving their plot in a state ready for immediate possession by an incoming Tenant.

**Right of Appeal:** Should Involuntary Termination be invoked during the Probationary Period then the New Tenant has the right of appeal. Should the New Tenant wish to exercise this right then the New Tenant shall write to the Committee within seven calendar days of notice being served clearly setting out the grounds for appeal.

All appeals will be fairly heard and assessed by the Committee at a formal Committee meeting. The outcome will be decided by a simple majority vote of the Committee.



# Ashgate Allotment Society



## Transfer and Succession Policy





# Transfer and Succession Policy

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## **1.) Rights of Succession**

**1.1)** In the event that a Tenant should relinquish or terminate their Tenancy Agreement then the right of succession to the Tenancy shall be offered firstly to the remaining Tenant in the instance of joint Tenancy, then the Tenant's Associate Tenant(s) in the second instance. These rights of succession take precedence over any application submitted by a Prospective Tenant/Member unless the reason for termination was as a result of Involuntary Termination as set out in the **Termination Policy**.

**1.2)** In the event that Involuntary Termination has been enforced upon the Tenant then automatically the Associate Tenant(s) shall not enjoy this right and their Associated Tenancy shall be withdrawn.

## **2.) Transferees and Additional Plot Requests**

**2.1)** All applications for transfers or additional plots shall be made in writing to the Secretary of the Society (either in hard copy or via email). The Secretary shall maintain records which will include the applicant's preference for:

- A named plot or plots
- The date of the application received in writing (email or hard copy)

**2.2)** Each application will be processed in chronological order of written receipt. Should a Prospective Transferee or Requestor of an additional plot currently on the Society's waiting list be offered a plot based on their preference for a full or half plot, then the Prospective Transferee or Additional Plot Requestor will have one calendar week to either accept or decline the offer.

**2.3)** If the Prospective Transferee or Additional Plot Requestor accepts the plot then the provisions of the **New Tenant Policy** will apply.

**2.4)** Should the Prospective Transferee or Additional Plot Requestor decline the additional plot or transfer offered then they shall be moved to the bottom of the waiting list resetting the chronological order. In this event the plot will be offered in to the next Prospective Transferee or Additional Plot Requestor on the waiting list and the same process will apply.

# Ashgate Allotment Society



## *Termination Policy*



# Termination Policy

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In any event of termination of the Tenancy Agreement the Tenant effectively resigns from Membership of the Society.

## **1. Voluntary Termination**

**1.1)** Should a Tenant wish to terminate their Tenancy Agreement at any time they should do so in writing giving one calendar months notice.

**1.2)** Upon notice of Voluntary Termination being served the Tenant shall have one calendar month to remove from the Allotment Gardens all personally owned crops, debris, building or other constructions leaving their plot in a state ready for immediate possession by an incoming Tenant.

**1.3)** Should the Society have to 'make good' the plot by the failure of the outgoing Tenant, then any cost incurred as a result will be levied upon the outgoing Tenant. This includes but is not limited to labour, plant hire, hire of skip, transport costs and any administrative or legal fees associated with the recovery of the costs incurred by the Society.

**1.4)** No rebate on the annual rent will be given.

With regard to Involuntary Termination set on the next page, any alleged breach of rules will be thoroughly investigated by the Society Committee in a fair and proportionate manner with utmost regard to natural justice, human rights and individual circumstances. In such an unlikely event that a breach of the **Society Rules** should be identified the Society Committee will always seek to resolve the matter in an informal, amicable manner by discussing the issue with the Tenant by offering help and advice on how to best resolve the situation. However, if this informal approach fails the Society will have no option but to invoke the formal procedures as set out under **Clauses 2 and 3**. Each stage of the procedure will be discussed and sanctioned by a simple majority vote of the Committee cast at a formal meeting of the Committee.

# Termination Policy

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## **2. Involuntary Termination (Procedural)**

**2.1)** Should a Tenant be in breach of the **Society Rules** we would always seek informal resolution. If the matter cannot be informally resolved, then the Committee will send the Tenant a first formal warning letter requesting that the breach is corrected within fourteen calendar days.

**2.2)** Should the Tenant fail to rectify the breach following the issue of the first formal letter a second formal warning letter will be sent. Again the Tenant shall have fourteen calendar days to rectify the breach.

**2.3)** Should the Tenant still have failed to rectify the breach then the Tenant will be served with a formal Notice to Quit. In this event the Tenant shall have fourteen calendar days to vacate their plot and remove from the Allotment Gardens all personally owned crops, debris, building or other constructions leaving the plot in a state ready for immediate possession by an incoming Tenant.

**2.4)** Should the Society have to 'make good' the outgoing Tenant's plot by the failure of the Outgoing Tenant then any cost incurred as a result will be levied upon the Outgoing Tenant. This includes but is not limited to labour, plant hire, hire of skip, transport costs and any administrative or legal fees associated with the recovery of the costs incurred by the Society.

**2.5)** No rebate on the annual rent will be given.

**2.6)** If the matter is resolved within fourteen calendar days after receipt of the first formal warning letter (as noted in 2.1) any subsequent breach in the following 12 months will automatically result in a second formal warning letter.

## **3. Involuntary Termination (Instant)**

**3.1).** The Society has a legal duty of care to Tenants, Associate Tenants, visitors, contractors, neighbouring properties, volunteers and the general public. Consequently, should the Tenant, or their visitors, commit a violent act, dangerous act (likely to cause serious injury or serious damage) or an illegal act whilst on the Allotment Gardens then the Tenant will be respectfully asked to leave the Allotment Gardens by a Committee member and not to return to the Allotment Gardens until the issue has been formally reviewed by the Committee.



# Termination Policy

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In such an event the Committee shall, within seven calendar days, convene an extraordinary Committee meeting in order to give due and unbiased consideration to all circumstances and facts prior to deciding, by simple majority vote of the Committee, whether to end the Tenancy Agreement with immediate effect.

**3.2)** In the event that the Committee's decision is to terminate the Tenant's Agreement the Outgoing Tenant will have the right to collect their possessions from their plot at a time agreed with the Committee. In any event this shall be no longer than seven calendar days. Should the Society have to 'make good' the plot by the failure of the Outgoing Tenant to do so then any cost incurred as a result will be levied upon the Outgoing Tenant. This includes but is not limited to labour, plant hire, hire of skip, transport costs and any administrative or legal fees associated with the recovery of the costs incurred by the Society.

**3.3)** No rebate on the annual rent will be given.

## **Right of Appeal:**

At all stages of Involuntary Termination (Procedural and Instant) the Tenant has the right of appeal. Should the Tenant wish to exercise this right then the Tenant shall write to the Secretary within seven calendar days of notice being served clearly setting out the grounds for appeal.

All appeals will be fairly heard and assessed by the Committee at a formal Committee meeting. The outcome will be decided by a simple majority vote of the Committee.



# *The Tenancy Agreement*

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There are a range of legal, regulatory and statutory obligations placed on the Society. Each year, when the main tenant signs the tenancy agreement, both the main tenant and all named associates are agreeing to abide by the terms, policies and rules contained in this handbook. We trust that you fully appreciate the need for the Society to have these governance measures in place for the protection of existing and future Society members. Remember that your tenancy agreement is a legally binding document and if you do not adhere to the rules you may lose your tenancy.

New tenants will be subject to a probationary period usually for 3 months during the growing season, but can be longer depending on weather conditions.

As long as you pay the rent and abide by the terms and conditions you should be able to enjoy your plot for many years; some plot-holders have been here for many decades.

# *The Annual General Meeting*

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The Annual General Meeting (The AGM) is held each year in April. At the AGM, up to 8 members of the Committee are elected for 12 months by all voting members.

The 8 members of the Committee include the official Officers, President, Chair, Secretary, and Treasurer.

## *Contact*

 [ashgateallotmentsociety@gmail.com](mailto:ashgateallotmentsociety@gmail.com)

 Ashgate Allotment Society Limited  
Ashgate Road  
Chesterfield  
S40 4BW



If you'd like to contact us in person, the Committee usually meets on the first Sunday of the month at 10.30am in the Committee shed.