

Ground Rules (formerly Schedule One) for Elms Farm Allotments.

Revised March 2024 for discussion at the April 2024 AGM

This schedule was previously known as Schedule 1 and is now known as Ground Rules. It can be amended throughout the year with agreement from the Parish Council, but we try to keep amendments to a minimum.

1. CULTIVATION & USE

All tenants are expected to have read and comply with the Tenancy Agreement and are advised to review the agreement on a regular basis. In particular, tenants should be mindful of section 5 of that agreement on Cultivation & Use. That section is repeated here with minor additions:

1.1. The Tenant shall use the plot as an allotment garden only as defined by the Allotments Act 1922 (that is to say wholly or mainly for the production of vegetable, fruit and flower crops for consumption or enjoyment by the Tenant and his family) and for no other purpose and keep it free of hazards, e.g. broken glass or scrap metal etc., and reasonably free from weeds and noxious plants and in a good state of cultivation and fertility and in good condition.

1.2. The Tenant may not carry on any trade or business from the Allotment Site (A small amount of surplus produce may be sold as ancillary to the provision of crops for the family.)

1.3. The Tenant shall have at least 25% of the Allotment Garden under cultivation of crops after 3 months and at least 75% of the Allotment Garden under cultivation of crops after 12 months and thereafter. An allowance for grass/stone paths between beds will be made at the discretion of the Council.

1.4. The maximum amount of the Allotment Garden allowed to be hard landscaped e.g. patio, water recovery systems and shed bases etc is 25%. This includes sheds and storage areas, paved areas or large areas of grass or stone used for seating and relaxation.

1.5 At least 75% of the site should be given over to cultivation, namely growing beds with surrounding pathways and cages, raised beds or tyre stacks, greenhouse or polytunnel if used, and bushes, small trees and hedging where cultivated.

1.6 An allowance will be made for leaving small parts of the plot fallow for periods of time, but not longer than one full season and provided the area is kept weed free (ideally covered). It is NOT acceptable to keep large parts of the plot or an entire plot fallow in this way.

1.7 Tenants are advised that if the area of the plot is too great for you to manage please consult with the EFAA about reducing its size..

1.8 Tenants are not permitted to cultivate land outside the boundaries of their plot without authorisation from the EFAA, other than maintaining the paths between plots in accordance with item 2.1 of this schedule.

1.9 All tools, materials, soil, compost and other items must be kept within the boundaries of the tenant's plot. The EFAA reserves the right to remove any items left on pathways, along the fenceline or on the unallocated areas of the site, without notice.

2. HEDGES & PATHS

2.1. The tenant shall keep every hedge that forms part of the boundary of their allotment plot cut and trimmed, all pathways between plots trimmed and well maintained up to the nearest half width by each adjoining tenant, keep all ditches cleansed and maintained and keep in repair any other fences and any other gates or sheds on their allotment plot.

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2.2. The tenant shall not use any barbed or razor wire (or similar) for a fence adjoining any path on the Allotment Site.

2.3. Public paths and haulage ways (roads) must be kept clear at all times.

2.4. All paths between plots and between plots and the fenceline should be kept to a minimum of 1 metre wide and ideally 1.2 metres wide to comply with national guidelines for wheelchair access.

2.5 Paths within the plot are permitted providing they are formed of grass, stones, wood chippings, paving slabs or garden membranes. Loose bricks may also be permitted but seek clarification first. Materials should be easy to remove and in keeping with the sustainable, eco-friendly ethos of the site.

3. SECURITY

3.1. The tenant will be issued a code to access the Allotment Site by car or on foot. Please DO NOT share this code with anyone other than the person authorised by the tenant to work on his allotment plot under paragraph 6 of the Agreement. If you have lost the gate code please contact the EFAA by email or in an emergency by telephone.

3.2. The code is to be used by the tenant only or by an authorised person under paragraph 6 of the Tenancy Agreement. Where deliveries are being made on your behalf, you or another official plot holder must be in attendance to open and close the gate. DO NOT give the gate code to delivery companies, contractors or third parties.

3.3 You are permitted to give the gate code to Police, Fire and Ambulance Services in the event of an emergency on the site. Please notify the EFAA of any emergency as soon as possible.

3.4. The main vehicular access gate should always be closed and locked. Please ensure that the gate is locked at all times after you enter and leave the allotment site.

3.5. Any thefts of personal belongings, vandalism or damage to property on the individual plots should be reported to the police by the plot holder. Please inform the EFAA of any criminal incidents so we can keep a record.

3.6 The use of CCTV, security devices and other cameras is subject to statutory privacy and data protection laws. Tenants should not install or run such systems on their plots without first consulting the EFAA, gaining authorisation and complying with any guidance issued.

3.7 The EFAA and Parish Council will not be held responsible for loss by accident, fire, theft or damage from individual allotment plots.

4. INSPECTIONS

4.1 Committee Members of the EFAA are plot holders themselves and regularly working on the site. They may offer informal advice to tenants at any time throughout the season. This is not binding but we suggest tenants take it seriously and contact the EFAA with any questions or concerns.

4.2. Formal inspections will take place in APRIL and SEPTEMBER.

4.3. Committee members of the EFAA will inspect the allotments and check if tenants are upholding their plots according to the Tenancy Agreement and these Ground Rules.

4.4 Procedures have been put in place so that committee members DO NOT inspect their own plots, creating a fair and impartial inspection process. Committee members are subject to the same rules, processes and warning procedures as all other tenants.

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4.5. Committee members of the EFAA may enter allotments for inspection of the state of cultivation and general condition of the plot, sheds, greenhouses, polytunnels and other structures. Generally this will be within a limited period of time and advanced warning will be given of inspection periods. Tenants are not required to attend inspections.

4.4. After an inspection, the EFAA will consult with the Parish Council who will issue a notice to tenants who are not fulfilling the tenancy agreement along with advice on how to rectify any non-compliance and an appropriate timescale.

4.4.1 All notices are emailed unless the tenant has requested letters by post. If you receive a notice, please follow the advice included or contact the EFAA to discuss any support you need.

4.4.2 Follow-up inspections of the non-compliant plots will usually occur four weeks after issuing the notice. The EFAA will not provide an exact date for these follow up inspections.

4.4.3 If the issue(s) have not been rectified by the following inspection, a notice to vacate the plot will be issued by the Parish Council (formally called an eviction notice). A notice to vacate usually requires that you remove all personal belongings within 4 weeks.

4.4.4 If you wish to appeal the notice to vacate you can contact the EFAA who will consider the appeal with the support of the Parish Council. You will need to demonstrate significant mitigating circumstances for your non-compliance with the agreement and warning notices. If the appeal is accepted you will be given a further final period of time to comply.

4.4.5 Winning the appeal does not remove past warning notices from your records, and failing a further inspection will lead to immediate termination of the tenancy.

4.4.6 The most recent notice will continue to appear on the tenant's records until the end of their tenancy.

4.4.7 When vacating a lot, the tenant is expected to leave the plot in a tidy, weed-free condition, with any rubbish and personal possessions removed. If costs are incurred to rectify or prepare plots after they have been vacated, the EFAA reserves the right to use the tenant's holding deposit as part or full payment.

For clarity, if you fail to rectify issues with your plot by the following inspection and have no mitigating circumstances for doing so, you WILL be asked to vacate your plot. It is unfair on other plot holders and for those on the waiting list, for plots to be left un-tended or in non-compliance with the Ground Rules for more than a few months. If you are unable to manage your plot in this kind of timescale is it only fair to vacate and let others take it on.

5. WATER, HOSES & FIRES

5.1. The tenant shall practice sensible water conservation, utilise covered water butts on sheds and other buildings and consider mulching as a water conservation practice wherever possible.

5.2. The tenant shall have consideration at all times for other tenants when extracting water from water points. Hoses are not to be used at any time.

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5.3. Fires are allowed to burn waste materials from the allotment, i.e., diseased plants and dried-out organic material, that will burn without smoke or hazardous residue between 15.00 and 19.00 and up to three hours before dusk in winter. All fires must be attended to at all times and not cause a nuisance to neighbouring residents or other plot holders. The plot holder must ensure all fires are fully extinguished before leaving the site. The tenant shall not bring, or allow to be brought on to the allotment site, any materials to burn such waste.

5.4. Ponds or any water features are not permitted.

6. ANIMALS & LIVESTOCK

6.1. The tenant shall not bring or cause a dog or domestic animal to be brought onto the allotment site unless it is held at all times on a leash and remains on the tenant's allotment plot only. The tenant must ensure that any faeces are removed and disposed of off-site by the tenant.

6.2. No livestock is to be kept on the allotment site.

6.3. An area of the allotment site has been designated for a limited number of beehives. Any tenant wishing to keep bees should approach the EFAA with a view to signing an agreement for using that area. Proof of relevant beekeeping qualifications and experience will be required.

7. CHILDREN

7.1. Children are welcome at the Elms Farm site providing they are accompanied by an adult and supervised in a way that does not cause nuisance to other plot holders. Allotment sites can be dangerous. Whilst the EFAA and Parish Council aim to make the site as safe as possible, the supervision and safety of children is the responsibility of the tenant.

7.2. Whilst the involvement of children in allotment gardening is encouraged, play areas and equipment must be confined to the tenant's plot. Tenants are advised to keep play equipment secured in a shed or storage container when not in use.

7.3.. The playing of ball games at the allotment site is prohibited.

8. BUILDINGS & STRUCTURES

8.1. Tenants may erect a small tool shed and EITHER a greenhouse or polytunnel to the approved specification subject to the appropriate permissions obtained IN ADVANCE from the EFAA. Tenants must submit, in writing, a plan of the intended construction before installation, which may not take place until written approval from the EFAA has been received.

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8.2. For ANY construction work of ANY kind the tenant must check this schedule for details of what is permitted. They must ALSO contact the Elms Farm Allotment Association (EFAA) with a note, sketch, plan or description of intended work BEFORE commencing. This includes, but is not limited to:

- The erection or replacement of sheds, polytunnels & greenhouses. These are permitted with strict limits but notification must be sent in advance.
- Construction of patios, brick barbeques, solid walls, permanent storage areas & awnings.
- Laying of pathways using permanent materials such as concrete, bricks and mortar, tarmacadam etc. Grass, stones, chippings, membranes and paving slabs are acceptable materials.
- Anything you think may be outside the normal operation of an allotment plot or which ISN'T mentioned in the Tenancy Agreement.
- All work must be within the maximum permitted area of 25% for non-cultivated land as specified in this schedule.

Please also note that the arguments that 'it doesn't say we can't', 'it's always been this way' or 'another plot holder already does this' are not acceptable excuses for carrying out construction work. This is an important safety issue and links directly with insurance, statutory regulations and the lease agreement with the landowner. Please take it seriously. It is always safer to seek clarification and authorisation in advance, otherwise you will be asked to remove your structure.

8.3. The approved specifications for sheds are: Height: 2.2m/7.2ft, Length: 2.5m/8.2ft and width: 2.0m/6.6ft and should be made of wood or aluminium with glazing of polycarbonate, plastic or toughened glass.

8.4. The approved greenhouse specifications are Height 2.2m/7.2ft, Length 3.0m/9.8ft and Width 2.0m/6.5ft and should be made of wood or aluminium with polycarbonate (preferred) or plastic glazing. Toughened or safety glass is also allowed. Horticultural glass is NOT permitted.

8.5. The approved specifications for polytunnels are Height 2.2m/7.2ft, Length 4.5m/14.75ft and width 2.5m/8.2ft. Polytunnels should be made of wood, plastic or metal frames with a polythene covering.

8.6. All buildings are to be kept locked when not in use.

8.7. The tenant shall keep all sheds, greenhouses, polytunnels and other structures in good repair to the satisfaction of the EFAA.

8.8. For ALL OTHER structures including fruit cages and awnings, limits may be imposed on height, width and length depending on the circumstances of the construction. A maximum height of 2.2m/7.2ft is likely to be a standard limit for all construction.

8.8. Oil, fuel, lubricants or other combustible liquids shall not be stored in any shed except in an approved container with a maximum capacity of 5 litres for use with garden equipment only. Tenants should be mindful of storing batteries, matches, lighters and electrical devices near to combustible materials, ideally keeping them separate or with appropriate covers/barriers to minimise the risk of sparks or ignition.

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9. WASTE, MANURE & COMPOSTS

9.1. The tenant shall not deposit or allow other persons to deposit on the allotment any rubbish, refuse, materials, furniture, white goods or any items that are not required for the cultivation and maintenance of the site.

9.2. The tenant shall not deposit any materials in hedges, ditches or dykes or surrounding areas of the allotment site without prior authorisation of the EFAA. This includes stones, turf, soil, compost, waste, unwanted items and plants. Space for some of these materials may be provided at a future date and tenants will be notified separately.

9.3. The tenant must cover any manure on the allotment which has yet to be dug in.

9.4. All non-compostable waste shall be removed from the allotment site by the tenant.

9.5. The tenant shall not utilise carpets or underlay on the allotment.

10. CHEMICALS, PESTS, DISEASE & VERMIN

10.1. Pesticides and insecticides must only be used if absolutely necessary and be kept to a minimum. Tenants must ensure that they are not left unattended at any time.

10.2. The tenant shall only use commercially available products from garden or horticultural suppliers to control pests, diseases or vegetation.

10.3. When using any sprays or fertilisers, the tenant must:

10.3.1. Take all reasonable care to ensure that adjoining hedges, trees and crops are not adversely affected and must make good or replant as necessary should any damage occur, and

10.3.2. So far as possible, select and use chemicals, whether for spraying, seed dressing or any other purpose whatsoever, that will cause the least harm to members of the public, game birds and other wildlife other than vermin or pests, and

10.3.3. Comply at all times with current regulations on using such sprays and fertiliser.

10.4. The use and storage of chemicals must comply with all relevant legislation (COSHH Regulations) <https://www.hse.gov.uk/coshh/>

10.5. Any vermin incidents or infestations (eg rats) on the allotment site should be reported to the EFAA.

10.6. The storage or use of fireworks of any kind are not permitted anywhere on the site.

11. TREES & LARGE SHRUBS

11.1. Without the written consent of the EFAA, the tenant shall not cut or prune any trees apart from carrying out the recognised pruning practices of fruit trees on their plots. Fruit trees and shrubs are expected to be pruned for shape and to control vigorous growth.

11.2. The tenant shall not plant any trees other than dwarf rootstock fruiting trees and or fruiting bushes without the prior written consent of the EFAA. These trees should grow to a maximum of 8-10 feet (approx 2.5-3m) tall

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11.2.1. Large tree and bush species are not considered suitable for allotments and will not be permitted. Please enquire with the EFAA if you are unsure if the tree or shrub is suitable.

11.2.2. Any trees or shrubs planted before 1st January 2024 which are not on a dwarf rootstock are permitted in principle if this does not cause any nuisance (casting shade, root-causing issues, etc.) to neighbouring plots or become too big for the allotment space (8-10 feet/2.5-3m). The EFAA can request these to be removed or reduced at any time.

11.2.3. If you have received written consent for a tree or shrub planted before 1st January 2024, we will review this consent if the tree becomes a nuisance to neighbouring plots or is deemed unsuitable for the allotment site due to its size.

12. SIGNAGE, ADVERTISEMENT & NOTICES

12.1. The tenant will ensure that the plot number provided is in good order and it is always visible.

12.2. The tenant shall not erect any notice or advertisement on the Allotment Site without prior consent of the EFAA.

12.3 Tenants are advised to regularly check the notice board at the entrance to the site, the official website and email/post communications for news, updates and advice. Where urgent issues arise, the EFAA will post a notice using all of these methods and will assume that you have received or seen at least one of these within 14 days of being sent. The official website is elmsfarmallotments.org.uk

13. CAR PARKING

13.1. Only the tenant or persons acting for them shall be permitted to bring cars onto the site, and they must be parked in the designated areas for parking shown on the allotment plan and not obstruct the haulage ways and access road at any time.

13.2 The car park is only to be used whilst the tenant or person acting for them is working on the allotment site. No vehicles should be left overnight except in the case of an emergency. In the event of an emergency please notify the EFAA as soon as possible.

13.3 Failure to comply with the parking regulations is grounds for the EFAA to terminate the tenancy agreement.

13.4 The Parish Council reserves the right to have vehicles removed from the site if they reasonably believe they have been abandoned and where efforts have failed to identify the owner.

14. SUGGESTIONS, CONCERNS & COMPLAINTS

14.1 Tenants are encouraged to submit ideas and suggestions for improvements to the Elms Farm Allotments site, or suggest additions and amendments to the Ground Rules. The EFAA can be reached by email at elmsfarmallotmentassociation@gmail.com and will normally respond within a few days.

14.2 Any changes to the Tenancy Agreement are made with a full 12 months notice given to all tenants (usually around November/December each year for 2 calendar years ahead eg: November 2024 for the 2026 agreement). Changes can be made to the Ground Rules at any time but the EFAA will always attempt to allow a period of consultation and review wherever possible.

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14.2 Where tenants have a concern or complaint about another tenant or plot, or a committee member of the EFAA, they should raise this with the EFAA first, who may escalate the issue to the Parish Council if it cannot be resolved locally.

14.3 In the event that a complaint or dispute cannot be resolved locally, the Parish Council has agreed to act as arbitrators following a formal process of review with all parties involved. The Parish Council's decision is final and binding.

15. PROHIBITED PLANTS & SUBSTANCES

15.1 A list of prohibited plants, chemicals and other substances is attached to this agreement and is available to view on the official website. The tenant shall not use or cultivate any plants on this list at any time. The list may be updated at any time, and the EFAA will notify tenants via the usual communications channels.

15.2 From time to time, temporary bans on certain plants may be enforced to minimise the distribution of diseases around the site. For example there may be a short term ban on growing certain strains of potatoes or tomatoes if significant evidence of blight is discovered.

15.3 The banned plants and substances list is IN ADDITION to any national, international or statutory bans issued by government backed organisations. Wherever notified the EFAA will include links to advice and notify tenants of any changes to national guidelines.

Contact Details:

For the EFAA

By email: elmsfarmallotmentassociation@gmail.com

By telephone (emergency contact): 07794 268208

For the Parish Council:

By telephone: 01279 813214

Correspondence address:

c/o Stansted Mountfitchet Parish Council, The Mountfitchet Exchange, 72 Chapel Hill, Stansted Mountfitchet, Stansted CM24 8AQ

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BANNED PLANTS & SUBSTANCES

This section is for guidance for those who may be considering cultivating unusual plants or using chemicals on their plots. Some of this guidance is from national sources, whilst there may also be local guidance specific to the Elms Farm site. As with all guidance, it may be subject to change from time to time.

Elms Farm is a community allotment site so its primary purpose is the growing of fruit, vegetables and flowers, using standard gardening practices. We encourage:

- The growing of a range of plants and crops to encourage biodiversity.
- The rotation of crops to protect soil and minimise the build up of diseases and pests.
- The composting of biodegradable waste for re-use each season.
- The use of organic materials wherever possible on the site (wood, string, natural fibre, cane etc).
- Minimising the use of man made substances such as plastics, mortar, concrete and metals wherever possible.
- Minimising the use of weedkillers, pesticides and other chemicals where alternative techniques or natural solutions can be found.

It is accepted that some man made substances will be needed for convenient and effective gardening. Most garden products, seeds, plants and chemicals found in garden centres and DIY stores are legal and acceptable for use. However, if you acquire plants and materials from other sources please check that they comply with national laws on gardening, cultivation, wildlife protection and conservation.

Useful advice including a comprehensive list of nationally banned plants:

<https://www.rhs.org.uk/prevention-protection/invasive-non-native-plants>

Invasive species banned by government under the Wildlife & Countryside Act 1981 and subsequent amendments; **Water Fern, Parrot's Feather, Floating Pennywort, Australian Swamp Stone-crop (New Zealand Pygmyweed), and Water Primrose.**

Useful advice on pesticides which can contaminate food, damage soil and harm wildlife:

<https://www.pan-uk.org/dirty-dozen/>

LOCAL RESTRICTIONS

From time to time, it may be necessary to ban the growing of certain crops for a period of time in order to eradicate pests and diseases from the whole site. Blight is one example of an airborne fungal infection which can quickly spread across large areas. Such bans would normally be imposed after consultation with tenants.

THERE ARE CURRENTLY NO LOCAL BANS IN PLACE