

The Schedule for Bristol East Allotment Association (BEAA)
(6th Amendment, May 2018)

The Allotment Plot: Plot number _____ situated at _____ having an area of _____ sq. yards, or thereabouts.

Term Of The Tenancy: A yearly tenancy from _____

Rent: The Tenant shall pay a yearly rent of £_____ in respect of the land (payable yearly in September) and proportionately for any part of a year over which the tenancy may extend PROVIDED THAT Bristol City Council may alter the amount of yearly rent by giving the BEAA not less than 12 months' notice.

Terms and Conditions for All Allotment Holders (subject to the exceptions and reservations contained in the lease under which the BEAA hold the land):

Note, the following are Special Rules of Tenancy of BEAA which should be considered as binding by any and each tenant of the BEAA and should be considered as part of the foregoing Tenancy Agreement. Should this agreement be at odds with any Rule contained in the Constitution of BEAA, this agreement will take precedence.

1. The use of hoses and sprinklers for watering crops in allotments is prohibited.
2. You are not allowed to wash tools OR crops in water troughs
3. If you have a shed/greenhouse on your plot, make every effort to save run-off for watering crops.
4. Not without previous written consent of the BEAA to plant or permit to grow any trees (other than fruit trees) grown on approved dwarf rootstock which shall not cast shade on any other plot.
5. The tenant shall provide, fix and maintain a conspicuous sign bearing the plot number.
6. Inform the BEAA of ANY change of address, phone number or email address.
7. No dog or other domestic pet is to be allowed on any site unless it is on a short lead or otherwise secured on the allotment and within SIGHT AND CONTROL of its owner or authorised human adult companion. You must not allow your pet to foul other plots, pathways, or hauling ways. No dog or other pet is to be kept quartered on any allotment.
8. Any tenant with a suggestion or grievance which s/he feels requires adjudication should first contact their Site Rep/ or an officer of the BEAA.
9. Tenants are responsible for ascertaining dates for Rent Days, the AGM or other meetings, the availability of seed potatoes, onion/shallot sets, etc, by reference to the notices posted on each site or at the shop at the Pavilion, Nicholas Lane, St George, Bristol, BS5 8TY or by approaching a Site Rep or an Officer of the BEAA.
10. **ALL fires are banned between April 1st-October 31st each year.** At all other times, fires are discouraged. There are many other ways to dispose of your non-compostable waste. If it is absolutely necessary to have a fire, you should give consideration to other plot holders and surrounding tenants and not allow the fire to cause a nuisance. This should not be a regular occurrence. The previously issued guidelines should be followed **DO NOT** leave fires unattended, make sure the fire is **OUT** before you leave the site, **DO NOT** burn tyres or plastics etc. Fires can be considered a Statutory Nuisance under the Environment Protection Act 1990 and if the BEAA is fined, it will look to the guilty party, and/or plot holder to make restitution.
11. The BEAA holds the right to bar from any land leased by them, any person who is considered 'persona non grata', notwithstanding any relationship they have with any tenant. Any tenant who harbours or invites onto their plots(s), any such person, renders themselves liable to expulsion from the BEAA and forfeit of their plot(s) with due notice.
12. Disputes among tenants, if not settled by the appropriate Site Rep, shall be brought before the BEAA's committee, whose decision shall be final.
13. You should **NOT** undermine or bring the BEAA into disrepute.
14. Use of your plot for trade or business purposes is **NOT** permitted.
15. Use or presence of carpet on any plot is **NOT** permitted.
16. Any child brought onto any plot must be kept under close supervision. Children must **NOT** play on hauling ways or stray onto other peoples plot(s)
17. You may keep chickens, bees or rabbits but must obtain prior permission first. Cockerels, pigs, sheep and horses are **NOT** allowed. Bee-keepers **MUST** hold the necessary certificates and insurance. Bristol City Council holds that there should be no more than a maximum of one third of a plot occupied by chicken housing.
18. You should make every effort to compost green waste from your plot. Any other rubbish must be removed from the site and **NOT** thrown on unworked areas or plots. Anyone found dumping rubbish will be required to pay the cost of removal. **DO NOT** bring rubbish onto the site.

19. You may build a pond but it must not be a danger to other people or animals. Please be aware of the need for wildlife to be able to get out of the pond.
20. If you bring your car onto the site, please be aware of other plot holders and keep your speed down. Do not cause an obstruction when parking, or block the hauling way.
21. There is to be **NO** staying overnight on the allotment site.
22. **Firearms are strictly prohibited on all allotment lands.**
23. If your allotment site has gates, they must be kept locked at all times.
24. Do not give your key to any other people or allow others to visit the site unsupervised. If you are arranging for someone to attend your plot(s) whilst you are away, make sure that your Site Rep is aware.
25. You should not use on your plot(s) any weed killers, pesticides, fertilisers, etc., not approved for amateur gardeners. All products should be stored in their original containers. More information is available from BEAA shop at the Pavilion, Nicholas Lane, St George, Bristol, BS5 8TY.
26. For environmental reasons it is forbidden to bring tyres, fridges or freezers onto your plot. Any tyres, fridges or freezers currently on any plots must be removed before the 1st April 2017. Removal of such items is the plot holder's responsibility. Such items can be disposed of at Council run recycling and waste disposal centres. Please contact your local council for more details.

CULTIVATION REQUIREMENTS:

From the start date of your tenancy agreement, you have a 3 month grace period where cultivation requirements are not applicable. After this time, it is expected that at least 75% of your plot is at a good level of cultivation. Non cultivation will result in a 14 day Notice to Remedy (NTR). If you have fruit trees/bushes, then the area around must be maintained and not allowed to be overgrown and covered in weeds. You should not allow your plot to become covered in weeds that seed or spread.

Good cultivation involves regular work, with ground crops in or prepared ground ready for planting. If you are issued with a Notice to Quit (NTQ), you will have 14 days to remove personal effects from the plot and any key(s) issued to you returned.

To be completed by the Tenant

Use of data under the General Data Protection Regulations (25th May 2018)

As part of running the Association, we will on occasion have reason to contact you by mail, email or by telephone. By signing this tenancy agreement you are opting into receiving correspondence regarding the tenancy of your allotment plot.

Signed by the Tenant: _____ **Date:** _____

Address: _____

Signed on behalf of Bristol East Allotment Association:

Position: Chair Person

Signature: _____ **Date:** _____

Bristol East Allotment Association Ltd (BEAA) Tenancy Agreement **(September 2014)**

This agreement is made between the Bristol East Allotments Association (hereinafter referred to as the **BEAA**) of The Pavilion, Nicholas Lane, St. George, Bristol BS5 8TY, by their Management Committee and _____ (hereinafter referred to as the **Tenant**).

(subject to the exceptions and reservations contained in the Lease under which the BEAA hold the land)

1. The BEAA agrees to let, and the tenant(s) to take, the allotment plot as described in the Schedule and at the rent specified therein, subject to payment of an annual rent in September on any of the dates notified by way of notices displayed on each site and at the Pavilion by the management Committee, the Tenant shall, on entry to the agreement, pay the Stamp Duty (5p) on this agreement. This share will be recorded in the Share Register, ensuring a right to vote at the Annual General Meeting (AGM). The Tenant hereby agrees to comply with the terms and conditions for allotment holders, as set out by the BEAA in the Schedule and in the Lease under which the BEAA holds the land.
2. Unless otherwise agreed, the BEAA AGM will be held at the Pavilion, Nicholas Lane, St George, Bristol BS5 8TY annually, during the month of April. Voting of the Committee is by a show of hands. If people are unable to attend, a postal voting form can be obtained from the Secretary. Committee meetings are held on the 3rd Wednesday of each month, except during the December stock take.
3. The Tenant shall not cause any nuisance or annoyance to the occupiers of other plots or houses. This behaviour includes bad or racist language, drunkenness, the playing of music, or verbal or physical harassment. No alcohol to be taken onto or consumed on BEAA sites.
4. The tenancy may be terminated by the Tenant giving written notice to the Management Committee. **All** gate keys must be returned to the BEAA on termination or surrender of plot(s). Tenancy will be terminated on the yearly rent day following the Tenants death and also terminate:
 - a) If rent is in arrears over 40 days
 - b) If the Tenancy agreements are not observed
 - c) If 3 Notice to Remedy (NTR) letters have been received within 3 years
5. Tenants shall not let, assign or part with possession of a plot or part thereof.
6. Tenants shall not, without BEAA written consent, cut or prune any timber/trees, or remove or sell any mineral, sand or clay. Plots are to be kept clean, in a good state of cultivation and fertility and in a good condition. Paths adjacent to each plot are set out by the BEAA at 18 – 24 inches and must be kept clear, unobstructed and maintained. These paths **CANNOT** be dug up. Tenants shall maintain, cut and trimmed, hedges forming part of the plot boundary, ditches, fences and gates. Sheds/greenhouses/poly tunnels are to be properly cleaned, maintained and kept in good state of repair. All tenants are responsible for the upkeep of the sites to help keep them tidy and well maintained. Barbed wire is prohibited for fencing adjoining paths set out by the BEAA for their use.
7. Tenants shall not erect any buildings, including ploy tunnels, on allotments without the BEAA's approval, which should be sent in writing to your site rep. Sheds/greenhouses should be a maximum of 8ft X 6ft, poly tunnels 20ft X 10ft.
Use of your plot for trade or business is **NOT** permitted.
8. Any Bristol City Council Leisure Dept. or BEAA Officer shall be entitled to enter and inspect allotments when so directed. Where chickens /bees are kept, plot holders can expect unannounced visits from the Committee members to check on Welfare Standards.
9. Tenants are reminded that wildlife is protected by the Acts of Parliament. Frog spawn, frogs and newts are **NOT** to be removed from ponds. Slow worms are also protected. If these are disturbed, they should be put in a safe location.
10. If children are taken on sites, regards must be given to their safety, particularly should there be a pond. **Children should not be left unattended.**

Permissions Required from the BEAA Management Committee

Dwarf Rootstock Fruit Trees

Written permission must be sought from the Committee for any trees to be planted on your allotment. Failure to request permission may mean that you are required to remove them. Only the following will be permitted

Apple

M27 or M9 (Bud9 is the same as M9). These root stocks produce dwarf or semi dwarf trees that grow to a maximum of 8ft (2.4m).

Plum and Apricot

Pixie rootstock produces a tree up to 7ft (2.13m)

Pear

Quince C produces a semi-dwarf tree though some pruning will still be required.

Cherry

Gisela 5 rootstock produces a tree up to 10ft (3m)

Other dwarfing or semi-dwarfing rootstocks may become available but we would require a written request for these as well as the above before deciding on whether to give permission. Fruit bushes (e.g. currants and raspberries) do not require permission but they must grow in a tidy fashion, generally pruned or trained and not allowed to grow wild.

Structures

Written permission must be sought for sheds, greenhouses and poly tunnels.

Sheds

Maximum size allowed 8ft X 6ft (2.4m X 1.82m). Must be neat and tidy, preferably of the shelf or properly made (not cobbled together from bits and pieces). One per plot, regardless of size or plot.

Greenhouses

Maximum size 8ft X 6ft (2.4m X 1.82m). Again, must be a properly constructed greenhouse.

Poly tunnels

Maximum size 20ft X 10ft (6m X 3m). We reserve the right to refuse if we feel that it could cause a nuisance or is an eyesore to neighbouring tenants.

Livestock

Hens, rabbits and bees only.

Hens and rabbits will need written permission and must not take up more than one third of the plot, maximum 12 total on a full plot, 6 total on a half plot. None are allowed on plots with an area of less than 90 square yards.

Bees will need written permission. We will need to consult neighbours in case of allergies. The tenant - or the nominated person keeping the bees on their plot(s) – must be a registered member of the Bee-keepers Association, have public liability insurance and have a basic Bee keeping Certificate.

BEAA Privacy Notice (25th May 2018)

The **General Data Protection Regulation (GDPR)** is the most important change in data privacy regulation in 20 years. It is an EU initiative and it comes into force on May 25th, 2108.

What does the GDPR mean for BEAA and its members?

In order to run the Association and be able to contact our members, we store members' names, addresses, phone numbers and email addresses on a digital document called the share register. This register is a legal document, required to be kept up to date under the Co-operative and Community Benefit Societies Act 2014. This electronic document is kept on the Data Controllers personal computer (protected by McAfee© Total Protection) and is password protected.

We also use a paper based allotment card system on which the same information is kept. These cards and any other paper records are kept in a locked metal filing cabinet in the Associations office.

The share register can only be accessed by the BEAA Data Controller, the Treasurer and the Secretary. The information is used solely to perform membership tasks and send out newsletters.

The Allotment Cards can only be accessed by BEAA's Data Controller, Treasurer, Secretary, and also the Chair and Vice Chair. The allotment cards are up dated when payment is taken for plots. Site reps are allowed to request the telephone numbers for their site's plot holders to carry out allotment business. Site reps can ask the Chair, Vice Chair, Secretary, Treasurer and the Data Controller for this information.

The data will be held for as long as a plot holder continues to rent allotments from the BEAA. Individuals' information will be deleted from both the share register and the allotment cards, after they have fully vacated their plots and no further correspondence is required.

We will not share this information with any third party organisations.

Every member has the right to view, delete and amend his/her own personal data. To do this you need to contact the BEAA Data Controller.

Data Controller email: **beadatacontroller@gmail.com**

The Schedule

The Allotment Plot: Plot no. _____ situated at _____ having an area of _____ square yards, or thereabouts.

The Terms of the Tenancy: A yearly tenancy from _____ (date)

The Rent: The Tenant shall pay a yearly rent of £_____ in respect of the land (payable annually during September) and proportionately for any part of the year over which the tenancy may extend **PROVIDED THAT** Bristol City Council may alter the amount of yearly rent by giving BEAA not less than 12 months' notice.

Terms and Conditions for allotment holders

(Subject to the exceptions and reservations in the Lease under which the BEAA hold the land)

Note: the following are Special Rules of Tenancy of BEAA, which should be considered as binding by any and each Tenant of BEAA and should be considered as part of the aforementioned tenancy Agreement. Should this agreement be at odds with any Rule contained in the Rule Book of BEAA this agreement will take precedence.

The specific detail of rules and cultivation requirements are printed in full on the Tenants copy of this schedule.

To Be Completed by the Tenant(s)

1st Tenant		2nd Tenant (if applicable)	
Name:		Name:	
Address:		Address:	
Postcode:		Postcode:	
Telephone:		Telephone:	
Mobile:		Mobile:	
Email:		Email:	

We do, from time to time, like to send newsletters and news bulletins by text and or email. Please indicate below which method of communication you would prefer to receive news from the BEAA.

1st Tenant
Please tick all that apply

- I am happy to receive news by email
- I am happy to receive news by text
- I do not want to receive news by email or text

2nd Tenant
Please tick all that apply

- I am happy to receive news by email
- I am happy to receive news by text
- I do not want to receive news by email or text

1st Tenant
Signature.....

2nd Tenant
Signature.....

Date:

Date:

Signed on behalf of BEAA Ltd.....