

RULES OF ASSOCIATION

These rules of Association are embodied in the template tenancy agreement provided by JALGA . They are based upon the standard rules of association for allotment sites and plotholder groups as recognized by local authorities throughout the UK and may be subject to change and supplementary conditions relating to a particular site.

On signing a tenancy agreement a plotholder agrees the following:

1. Code of Conduct

(i) All plotholders shall conduct themselves in a manner that does not impinge on other plotholders or deny them free and unhindered enjoyment of their plot, which includes (but may not be limited to):

- (a) shall refrain from constructing any plant support or approved building in such a position that would cast unreasonable shade upon a neighbouring plot
- (b) shall not use chemicals, particularly herbicides, feeds or soil treatments of any kind, in a manner, or under conditions, that are likely to cause contamination to neighbouring plots.
- (c) shall not use motorised machinery, unless permitted by specific site rules.
- (d) shall keep all children invited onto the site under proper control and supervision
- (d) shall not use radios or any other electronic equipment or device that emits and audible sound.
- (f) shall not bring pets or any other animal onto the site at any time

(ii) Will observe any restrictions imposed by the laws of Jersey and/or by Jersey's Planning Department These include (but may not be limited to):

- (a) shall not use any unapproved chemical (or device) on the site for the purposes of eradicating pests and diseases
- (b) shall not erect or construct any building on the plot that other than scheduled and expressly permitted by Jersey's Planning Department which shall also include permitted materials and finishes.
- (c) shall not grow or cultivate any plant material that is either illegal or otherwise restricted and/or controlled by EU or local regulations
- (iv) shall not store on site any hazardous materials or items, nor any equipment that is not directly relevant to gardening.
- (v) shall not light bonfires or dispose of any waste by means of burning

(iii) shall not act in a manner that deprives or restricts a neighbouring plotholder of his/her legal rights as laid out in the tenancy agreement.

(iv) shall, in the matter of dispute, observe the complaints procedure embodied in their tenancy agreement,

(v) shall not act in a provocative or threatening manner toward any other plotholder, association official or any other person invited onto the site or any persons that have statutory or other legal authority to enter the site.

2. Transfer of Plots

Tenants desirous of transferring their plots must first notify the Association Committee or the managing agent, whereupon, there being no other applicant on the waiting list, they may transfer their lease to a person of their choice subject to the approval of the committee. Leases may not be transferred or assigned by any other means.

3. Manure & Rubbish

All manure brought onto the site, but not directly to a plot, must be removed to the plot within 24 hours. No manure, excess or otherwise, must be disposed of by dumping over the site boundaries or placed within 2 feet of communal or boundary hedges. No rubbish of any kind may be disposed of on-site.

4. Hedges and fencing

All hedges whether boundary or internal shall be properly and seasonally cut by the tenants and shall not exceed over 5 feet in height. In such cases where this may be superseded by a condition of Planning consent this rule should be amended accordingly. Boundary fencing may not be used as a support for any crop, nor affixed thereto any item that would cause damage or affect the integrity of the fence in any way, nor utilised in any way for the purposes of a secure fixing or providing additional support.

5. Buildings and approved structures

Sheds and any other approved structures may not be used as a residence, workshop, garage or for the storage of personal belongings, equipment or any other item not applicable to gardening, nor may they be used as a place of resort or entertainment. They shall be maintained in such fashion as approved under Planning consent and in a condition that shall not present a hazard of any kind.

6. Abandoned property

The tenant expressly agrees that any property whatsoever found on an allotment, after the due determination of the site association committee or managing agent, shall vest in the association committee or its managing agents the right to dispose of that property such as they feel fit provided that the association committee or its managing agents shall notify the tenant of the property so found and which remains unclaimed within 14 days. Such property found that the owner cannot be identified shall be disposed of at the discretion of the association committee or its managing agent.

7 Security

Tenants shall be responsible for the security of their property and also the security of the site by complying with notice on site which shall read: 'Gates must be kept closed at all times and secured when leaving the site' or such similar notice as may be determined appropriate to maintaining site security.

8. Water

Hosepipes shall NOT be attached to any standpipe except for the purpose of filling water butts or other containers. Hosepipes may not be used for the direct irrigation of any plot. Prolonged and unattended use of standpipes is expressly prohibited.

9. Keys

Gate keys are for the use of the registered tenant, and may not be lent or placed in the custody of any other person without the prior consent and approval of the association committee or its managing agents. The tenant further undertakes to return the key on the termination of their lease whether such termination is voluntary or enforced. Replacement of lost keys shall be at the expense of the tenant.

10. Notice

Tenants not complying with these rules shall be given notice in writing. If no action is taken within 28 days of such notification the tenant may be evicted from the plot.

11. Appeal

Tenants notified under item [10] shall have a right of appeal but must put their appeal in writing to the site committee or its managing agents within the same time period.

12. Supplementary Rules

Individual sites may be required to observe additional rules imposed by the Planning Department as part of their application and consent, or as may be agreed by a Plotholder Group Committee. Where such additional rules apply, these will become part of the tenancy agreement. No supplementary rules shall supercede, change, amend or conflict in any way with the rules as notified in 1-11 herein above.