

Queens Cross Housing Association

Allotment Rules and Regulations

1. COMMENCEMENT

1.1 These allotment regulations (the “Regulations”) adopted by Queens Cross Housing Association (QCHA) relate to all Allotment Sites on land owned and/or managed by QCHA. The Regulations are based and adapted from on Glasgow City Council’s “Allotment Rules and Regulations”.

1.2 Growers seeking to rent an allotment plot must sign to confirm that they have read, understood and agree to abide by these rules and regulations.

2. INTERPRETATION

2.1 In the Regulations, any reference to:

“Allocated growing space” refers to a space that has been allocated to a person or group for growing purposes.

“Allotment Plot” shall mean any single area of land designated as an allotment plot by QCHA within an Allotment Site and which is used or intended for use (i) wholly or mainly for the cultivation of vegetables, fruit, herbs, or flowers, and (ii) otherwise than with a view to making profit.

“Allotment Site” shall mean any area of land owned or leased by QCHA and consisting wholly or partly of allotments and including other land that may be used by Tenants in connection with the use of their Allotment Plots.

“Applicant” shall mean an Eligible Person that has made an application for a Lease of an Allotment Plot in accordance with Regulation 4.

“The Association” shall mean Queens Cross Housing Association, registered address 45 Firhill Road, Glasgow, G20 7BE.

“Communal or community growing space” refers to spaces that are open to all in the community

“Concession Rates” means discounted rates of Rent as may be set by QCHA.

“Cultivation” means (i) the growing of fruit, flowers, vegetables, herbs, green manure crops; (ii) the use of mulching, rather than the digging over of soil; and (iii) the keeping of weed vegetation under control and the clearing of weeds before seeding.

“Eligible Person” shall mean a local resident aged 18 years or over, or any Third Sector Organisation, and “Eligible Persons” shall be construed accordingly.

“Full Plot” refers to a full-size allotment plot which is a standard size of 250 square metres. At time of writing QCHA has no full-sized plots available.

“Half Plot” refers to plots which are approximately 125 square metres. At time of writing QCHA has 15 half plots available for rent in Woodside.

“Joint Tenancy” shall mean two or more individuals jointly responsible for a plot.

“Lease” shall mean an agreement entered into between the Association and a Tenant made under the terms of the Regulations to lease an Allotment Plot and any reference to the word Lease shall be

taken to include any missive of let. Acceptance of these rules and regulations shall form the basis of an annual, renewable lease.

“Named Helper” means a person identified by the Tenant in writing to the Association as someone who will assist the Tenant for the purposes of supporting the Cultivation and maintenance of the Allotment Plot in the absence of the Tenant.

“Raised bed” refers to a small free standing growing plot.

“Rent” means the annual payment due under the Lease and set in accordance with Regulation 6.

“Relevant Circumstances” shall mean any illness, bereavement, injury or disability, or other extenuating circumstances.

“Residence” shall mean any residential property which is the sole or main residence of a local Resident.

“Site Association” shall mean any association representing the Tenants of an Allotment Site.

“Tenant” shall mean an Eligible Person, to whom an Allotment Plot has been leased under the terms of the Regulations.

“Termination Date” shall mean the date upon which the Lease between the Association and the Tenant is terminated, and the Tenant is required to remove all their possessions from the Allotment Plot and the Allotment Site.

“Third Sector Organisation” means an organisation such as an association, a self-help group, or a community group; a social enterprise; a mutual or a co-operative, operated on a value driven, not for private profit basis that is appropriately constituted with its registered address, or where there is no registered address its principal business address should be in the Queens Cross area.

“Waiting List” shall mean the list established and maintained by the Association in respect of persons who, by way of written notification, have made a request to lease an Allotment Plot.

“Wayleave” shall mean an easement consisting of permission to cross land or of a right-of-way across land.

2.2 References to “permission of the Association” or words to similar effect mean a permission in writing signed by or on behalf of the Association and “approved” and “authorised” or words to similar effect mean (as the case may be) approved or authorised in writing by or on behalf of the Association.

2.3 Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular.

2.4 Headings are for convenience, they do not form part of these Regulations and shall not be used in their interpretation.

2.5 Any references to a specific statute include any statutory extension, amendment, modification or re-enactment of such statute and any subordinate legislation made thereunder and any general reference to “statute” or “statutes” includes any subordinate legislation made thereunder.

2.6 These Regulations shall repeal and replace any allotment rules and regulations in force prior to the Commencement Date made by the Association or its predecessors.

3. EFFECT OF REGULATIONS

3.1 Failure by the Tenant to comply with the terms of these Regulations shall be a breach of the Regulations and may result in the Tenant being subject to termination of the Lease of the plot.

3.2 Tenants must also have regard to any specific site rules that relate to the relevant growing site.

4. ALLOCATION OF ALLOTMENT PLOTS

4.1 A request to lease an Allotment Plot on an Allotment Site may be by an application form, available by emailing socialregeneration@qcha.org.uk

4.2 All Eligible Persons who apply for an Allotment Plot shall be placed on the Waiting List in date order of application.

4.3 The Association shall maintain a Waiting List and will offer an available Allotment Plot to the first Applicant on the Waiting List when a plot or raised bed becomes available.

4.4 Once an offer is made, the applicant will have 10 working days to accept the offer and make payment before it is offered to the next on the list.

4.5 New names on the list will take priority over existing plot holders waiting for a second allotment plot. This is to prevent people from having two allotment sites whilst others waiting have none. This provision also means that keen growers will be able to have a second plot if demand is low.

4.6 A maximum number of two leased growing spaces per household will apply. For the purposes of this rule a raised bed is considered a growing space. Where a grower is leasing 2 plots this will be reviewed on an annual basis to accommodate waiting list demand.

4.7 If an Applicant's address has changed, they are required to notify the Association within a 4-week period. Their details will be updated, and they will remain at the same position on the waiting list, providing they still meet the eligibility criteria.

4.8 Tenants may make a request in writing to the Association to move to a different Allotment Plot within the same Allotment Site they currently rent an Allotment Plot on. In considering whether to allow a move the Association shall have regard to the circumstance(s) / reason(s) for the request. The Association's decision will be binding with no appeal.

4.9 All Tenants are required to sign and accept the terms in these rules and regulations, as provided by the Association at the start of their tenancy of the Allotment Plot.

4.10 Where a Tenant is no longer a local Resident, the Association will terminate the Lease at the end of the Lease.

4.11 The Association shall allocate a maximum of two Plots/growing spaces per Residence unless their property is registered as a House of Multiple Occupancy. This can include any combination of two allotments, two raised beds or one of each.

4.12 Should an Allotment Site or Allotment Plot be removed from service, reasonable compensatory provision will be made: for example offer an alternative growing space or offer a refund of any fees paid in that year.

4.13 There shall be no rights of succession on any Allotment Plot.

4.14 In the event of the death of a Tenant, the Tenant's family shall have a period of eight weeks to gather personal materials.

4.15 Sub-letting of allotment plots is not permitted. Should this occur the tenant's lease will be terminated, and the plot will be reallocated.

5 RENT

5.1 The Association shall review and set the Rent annually, with reference to the Allotment and Growing Spaces Policy.

5.2 The rent payable and any applicable Concession Rates will be added to the acceptance conditions of this document.

5.3 When determining the level of Rent the Association shall take account of:

a. The services provided by, or on behalf of, the Association to the Allotment Tenants, which may include but is not limited to, site improvements, general repairs and maintenance, utility charges, arboricultural and necessary maintenance works, treatment of invasive species where necessary, treatment of vermin where necessary, waste uplift generated by reletting of plots, administration costs, and water provision where applicable and the costs to the Association for providing those services.

b. Circumstances that affect, or may affect, the ability of a person to pay the Rent (Concession Rates criteria); and

c. The size of the Allotment Plot leased to a Tenant.

5.4 Part of determining fair rent would be achieving cost neutrality for service provision by the Association.

5.5 Concession Rates shall be available with the specific qualifying criteria: "people in receipt of income related benefits and people in receipt of a state pension."

5.6 Changes to circumstances, including any Relevant Circumstances, affecting a Tenant's ability to pay the Rent should be advised in writing by the Tenant to the Association for consideration.

5.7 Where a Tenant fails to pay Rent within 28 days of the receipt of an invoice, the Tenant shall be in default of the Lease.

5.8 The Association may recover the Rent as landlord in the same manner as any other case of landlord and tenant, and the Association shall seek to recover the Rent. In addition, the Association shall recover as a debt any administrative costs reasonably incurred by it in respect of any delay in payment and commence termination of the Lease.

6 CULTIVATION OF ALLOTMENTS

6.1 An Allotment Plot shall only be used for Cultivation.

6.2 Growing plants which are regarded as non-native invasive species is not permitted.

6.3 Tenants are required to maintain their Allotment Plot in Cultivation to the reasonable satisfaction of the Association and must keep weeds under control and clear before seeding; and maintain the soil in a healthy and fertile state at all times. The plot should be kept tidy and managed to deter vermin.

6.4 The Tenant shall not keep any hedge as boundary or feature.

6.5 Hedge trimming of any pre-existing hedgerows must take cognisance of bird nesting seasons and other biodiversity considerations.

6.6 Tenants are not permitted to cut or prune any timber or trees on the Allotment Plot area or upon any adjoining land or take, sell or carry away any minerals such as gravel, sand, earth, or clay or permit other persons to do so.

6.7 No trees shall be cultivated or allowed to grow on the Allotment Plot from the Commencement Date.

6.8 The Tenants shall recycle and/or re-use material in an environmentally friendly manner, for example composting green, organic waste and avoid using compost containing peat. Weeds should only be composted prior to flowering.

6.9 Materials brought onto the Allotment Site must be kept within the confines of the Tenant's own Allotment Plot and be for use in allotment gardening only and in such quantities as may reasonably be required for use in Cultivation.

6.10 At least 65% of the Allotment Plot must be cultivated to the reasonable satisfaction of the Association. Any permitted structures, buildings and paths must not occupy more than 35% of the overall Plot area.

6.11 In recognition of climate emergency responses Tenants should at all times cultivate their Allotment Plot in a manner that is consistent with regenerative agriculture/permaculture/organic practices. Guidance is available on the Glasgow City Council website.

6.12 Tenants shall use organic methods of pest and weed control and plant soil improvers. Pesticides should only be used after approval by the association and local growers' association where applicable. Consideration should be given to companion planting which reduces the need for chemical pest control. Although organic standards are not specified by the Association, information on growing organically and links to other relevant policies and practices are available on Glasgow City Council's website.

6.13 Tenants are only permitted to tend, and harvest from their own plots, unless they have the express permission of another plot holder.

6.14 The keeping of livestock or animals is not permitted.

6.15 There is a maximum dig depth of 500mm. This is because the allotment site is built on top of a protective barrier over made ground.

7 SALE OF SURPLUS PRODUCE

7.1 Tenants may sell (other than with a view to making a profit) produce grown by the Tenant on the Allotment Plot.

8 MAINTENANCE OF ALLOTMENT PLOTS

8.1 The Tenant shall maintain and keep in good condition the Allotment Plot, including any structures thereon, to the reasonable satisfaction of the Association. In considering whether or not the Allotment Plot is in good condition the Association shall have regard to any weeds, detritus or dilapidated buildings or structures on the Allotment Plot and the level of Cultivation.

8.2 When considering whether an Allotment Plot is in good condition, the Association shall have regard to any impact that a lack of maintenance of the Allotment Plot could have on neighbouring Allotment Plots.

8.3 The Association shall accept no liability in respect of any damage to the Allotment Plot and /or theft of any item or structure placed on the Allotment Plot. Tenants should consider taking out their own insurance cover.

8.4 Tenants must erect and maintain in a conspicuous position on the Allotment Plot a number plate of a type indicating the Allotment Plot Number plainly and distinctly visible at all times. Other than the Allotment Plot number not to erect any notices, advertisement, or flags on the Allotment Plot.

8.5 Where grass paths are utilised all shared paths between Allotment Plots shall be kept cut & clipped up to half their width by the Tenant unless otherwise expressly provided for by the Association.

8.6 The Tenant must not bring onto the Allotment Site or allow other persons to bring onto the Allotment Site, any refuse, commercial or household waste including synthetic carpets.

8.7 The Tenant shall remove any waste and refuse on the Allotment Plot during the rental period or on the termination of the Lease howsoever determined, failing which the Association may seek to recover the costs of removal from the Tenant.

8.8 Upon termination of the Lease the Tenant shall return the Allotment Plot in a condition suitable for re-letting.

8.9 The Association shall be entitled to claim compensation from a Tenant who upon the termination leaves an Allotment Plot in a worse condition than when the Lease started. This will cover the cost of any reinstatement required.

9 MAINTENANCE OF ALLOTMENT SITES

9.1 Tenants must also become members of the local Growers Association where one exists.

9.2 The Tenants, co-ordinated by their Growers Association, shall maintain and keep in good condition the Allotment Site, including any structures thereon, to the reasonable satisfaction of the Association.

9.3 Tenants shall be responsible for keeping boundaries, paths adjacent to their Allotment Plot and paths between Allotment Plots in a clean and tidy condition and free from obstructions. Where a path is adjacent to two or more Allotment Plots the respective Tenants shall share responsibility. This excludes Allotment Site boundary fences.

9.4 Wayleaves, where present, must be kept clear from obstruction, not utilised for Cultivation and accessible of all times.

9.5 Any keys to the Allotment Site remain the property of the Association and are issued to the Tenant strictly for the purposes of access to the Allotment Site and are not transferable to any other person. Each Tenant is responsible for returning the keys to the Allotment Site to the Association at the end of their tenancy.

9.6 Any changes of locks by Tenants to the site should take place with the prior written permission of the Association (except in an emergency). A copy of the key or code must be provided to the Association.

9.7 Where delegated functions have been agreed, the Growers Association must ensure the rights of access to the Allotment Site at any time by a Housing Association Officer as required by providing the appropriate keys required if requested.

9.8 Communal structures are permitted on site subject to the prior written permission of the Association. This applies to each separate communal structure. Any structure found to have been erected without the prior written permission of the Association shall be removed from the site at the Tenants' own cost. Tenants must remove any structure etc. within 30 days if requested to do so by the association.

9.9 Tenants shall maintain and keep in good repair any structure on their Allotment Site to the reasonable satisfaction of the Association, failing which the Association may require Tenants to remove such structure from the Allotment Site at the Tenants' own cost. Tenants must remove any structure etc. within 30 days if requested to do so by Association.

9.10 All issues relating to maintenance and accidents on the Allotment Site should be reported as soon as reasonably practicable to the Association.

10.0 Code of Conduct for allotments and growing spaces

- 10.1 *We believe that all allotment holders have a right to work in an environment that is safe, inclusive and where all of us feel respected, valued and share a sense of belonging.*
- 10.2 *This code of conduct defines how people should act on a day-to-day basis. It reflects daily activities and operations, our core values and our vision for a positive culture in our neighbourhoods.*
- 10.3 All plot holders, community growers and their visitors are expected to observe the following rules and behaviour.
- 10.4 Members shall:
 - 1. Work towards the good of both the community and the allotment sites in general, respecting and complying with these rules and regulations.
 - 2. Have due regard for the security and wellbeing of others in the allotments and garden; this includes showing respect for other people’s plots and possessions;
 - 3. Conduct activities and communications without discrimination on the grounds of gender, sexual orientation, marital status, nationality, race, ethnic origin, religion, age or disability;
 - 4. Avoid abusive and inflammatory language, whether in person, by email, or by any other forms of communication, including social media;
 - 5. Never make physical threats or behave in a manner intended to intimidate or bully another allotment holder or committee member;
 - 6. Avoid conflict of interest, in particular when carrying out any other voluntary roles, such as serving on a growers association or other local group or committee;

11.0 Acceptance Terms

I (Print name) _____ accept to abide by the rules and regulations described in this document.

Signed _____ Date _____

I agree to pay the annual rent of _____ by (insert date) _____ and I understand that failure to do so can result in the loss of my assigned plot.

Signed _____ Date _____