

ROSENDALE ALLOTMENTS ASSOCIATION LIMITED
("The Association")

BYELAWS AND CONDITIONS FOR PLOT OCCUPATION
(as amended 2025)

Definitions

"Allotment Site" means the land at 227 Rosendale Road London SE21 8LR held under a lease dated 18 July 2006 between The Incorporated Trustees of the Dulwich Estate and the Association and any subsequent lease between the same or successor parties

"Member" means a Plotholder, Probationer Member or Sharer

"Plot" means a designated plot or part of a plot on the Allotment Site

"Plotholder" means the person who has been allocated a Plot by the Committee in accordance with the Lettings Policy in force from time to time

"Probationer Member" means a person who has been allocated a Plot by the Committee subject to satisfactory completion of a probation period in accordance with the Probation Policy in force from time to time

"Sharer" means a person who shares a Plot with a Plotholder in accordance with the Sharers Policy in force from time to time

"Committee" means the Management Committee of the Association as set out in Rule 19 of the Association's Rules

"Officer" means an Officer of the Association as set out in Rule 18 of the Association's Rules

"Rent" means the annual fee which each Plotholder is required to pay in order to occupy his/her Plot

"the Act" means the Co-operative and Community Benefit Societies Act 2014

GENERAL

1. Compliance with Rules, Byelaws and Policies

Each Member must make himself/ herself acquainted with and must follow the Association's Rules, these Byelaws and the Association's policies.

2. Conditions of occupation

- a. No Member may hold more than one Plot unless there are no other applicants on the waiting list, except where the Member was allocated multiple Plots prior to January 2023. If multiple Plots are held, they are subject to the normal survey rules, and if there are two consecutive failures for cultivation on a Plot, the Member has the right to decide which Plot(s) will be given up. (See 8b(vi) below.)
- b. The Committee shall have the right to make special conditions regarding the allocation of a Plot, as part of the survey process and under the Complaints, Dispute Resolution and Appeals Policy. This right is without prejudice to the Committee's general rights under Rule 22 of the Association's Rules.
- c. Members who will be absent from their Plot for more than 6 months must inform the Committee in advance and explain what arrangements they have made for the upkeep of their Plot in their absence.

3. Payment of Rent

Before taking possession of their Plot for the first time, a Member shall pay the rent and Membership fee in advance on the days and at the time and in the manner appointed by the Committee and to the Lettings Officer or their deputy only. Each subsequent year's rent shall be paid by the 22 October after the Member has taken possession. If rent is not paid on time, an initial warning will be issued on 23 October and a final warning will be issued before 19 November. If a Member's rent remains unpaid by 19 November, the Member's membership shall cease under Rule 10(a)(iii) of the Association's Rules and the Plot(s) will be re-let by the Committee.

4. Sub-letting and parting with possession

Plot holders must not sub-let their Plot or any part of it to any other person in any circumstances and must not part with possession of their Plot or any part of it without permission from the Committee.

5. Transfer of Plots to Sharers

No Plot can be transferred without permission from the Committee. If a Plot has a Sharer who has been registered for 4 or more years, the Plot holder may apply to the Committee for permission to transfer the Plot to that Sharer. A Sharer who was registered before 1 May 2025 must pay an additional membership fee before being permitted to take over the Plot.

6. Access to Allotment Site

- a. The grounds of the Allotment Site are strictly private. Only Members and family and friends of Members, with the express permission of that Member, are permitted to access the Allotment Site.
- b. Gate codes given out to Members must not be passed on to non-members. The codes will be changed regularly at rent taking or on any other occasion that the Committee considers necessary for the security of the Allotment Site. On special occasions, such as open days, the Allotment Site may be open to the public. Notice of such occasions will be given to Members.

7. Vacating a Plot

Once a Plot holder's membership ceases under Rule 10, because they have given notice, failed to pay the rent or died, or if a Plot holder is evicted under Rule 12, the following apply:

- a. No refund of a previous rent payment will be made.
- b. The Plot holder (or their family members) have 14 days to remove their belongings from the Plot, after which any permanent structures, including sheds, and any other belongings left on the Plot will become the property of the Association.

CULTIVATION

8. Appearance and management of Plots

a. Each Plot must display its number clearly at the side of the lower end of the Plot nearest to the Community Building.

b(i) The Plot must be properly cultivated and show clear evidence that it is being regularly looked after and maintained. 75% of the plot must be under cultivation and weeds kept under control.

(ii) 'Cultivation' means (a) that the ground is planted with vegetables, fruit and nut trees, fruit bushes, herbs and/or flowers; and/or (b) that the ground has been prepared ready to grow vegetables, fruit and nut trees, fruit bushes, herbs and/or flowers.

(iii) The following count towards the 75% cultivation calculation: greenhouses and polytunnels provided the area inside them is being used for cultivation; pollinator planting; bug hotels; green manures; ponds; up to 5% of the Plot in use for composting and/ or storage of manure.

(iv) Sheds, other forms of storage, grass areas, seating areas and woodpiles do not count as 'cultivation'.

(v) There may be exceptional cases where a Plotholder can make out a good case to deviate from the 75% cultivation rule. Advance written permission must be sought from the Committee, and granted by the Committee, prior to the next survey.

(vi) Every Plot is surveyed at least once a year to ensure that it is being properly cultivated and that the Plotholder and Sharer(s) are complying with these Byelaws. Notice will be given to Members in advance of each survey of the dates of the survey period and the matters which will be checked as part of the survey.

(vii) In the case of a new Probationer Member taking over an abandoned plot which requires a lot of preparatory effort, the Letting Officer has discretion to agree a phasing in of adherence to the 75% cultivation requirement. The standard phasing in during the probationary period is 50% cultivation after 3 months and 75% at 6 months.

c. There must be no accumulation of rubbish on the Plot. All rubbish should be taken away by the Plotholder.

d(i) Any new fruit and nut trees and fruit bushes must be planted at least 0.5m (20in) in from any path.

(ii) Any new fruit and nut trees must be planted on dwarf rootstock only (M27, M9 or M26).

(iii) All fruit and nut trees must be kept well pruned and with a height of up to 3m (10ft) so that they do not shade and disadvantage neighbouring plots and so that unharvested fallen fruit does not render the surrounding paths dangerous.

(iv) Suitable growing spaces between fruit and nut trees and under non-mature fruit and nut trees should be cultivated.

(v) Trees which are not fruit or nut trees must not be planted or allowed to grow if self-seeded.

9. Paths

a. The main paths should be a minimum of 1.2 meters (4ft) wide and the smaller interplot paths must be a minimum of 60cm (2ft) wide.

b. Members must keep the paths around their Plot in a safe condition so that other Members, RAA employees and contractors and visitors can walk around the Allotment Site without risk of injury by:-

- i) keeping the grass on the interplot paths around their Plot regularly trimmed and the edges neat.
- ii) not using weed killer on any main or interplot paths.
- iii) not removing the top growth on any path down to the roots, leaving the path bare.
- iv) not encroaching onto, damaging or cutting into any path, whether or not this increases the size of their Plot.

- v) not obstructing any path or using paths for burning rubbish or for storage.
- vi) not allowing trees, bushes or vegetation to overhang any path. The Committee is entitled to cut back any overhanging trees, bushes or vegetation if it is a trip hazard or risks causing other injury.
- vii) Not allowing any sharp edges, branch ends, nails, screws, sharp sticks or supports close to any path.

10. Fences

No fences or hedges are allowed on the Allotment Site, which should maintain an overall open appearance. However, windbreaks are permitted, provided they are no taller than 90cm (3ft) high, built in a safe way and are placed in such a way so as not to give the plot a fenced-in appearance.

11. Communal trees and boundaries

- a. Members must not cut or destroy any trees, except fruit and nut trees, on the Allotment Site.
- b. Members must not block, damage or encroach on any ditch or any open space provided for general use.
- c. Where a plot borders a boundary fence, the Plotholder must leave a strip of land 60cm (2ft) wide free from weeds or rubbish but uncultivated next to the fence.

12. Sheds, greenhouses and other structures

(1) Permanent structures

- a. 'Permanent structures' are sheds, greenhouses, pergolas and other built structures.
- b. Members may only have one shed or greenhouse (but not both) on their Plot.
- c. Members must not build a shed, greenhouse or other permanent structure on their Plot, or alter or replace any existing shed, greenhouse or other

permanent structure without prior written permission from the Committee. A plan drawing and details of construction materials must be submitted to the Committee with the request for permission. If permission is given, the Committee will draw up an agreement which may contain conditions for the construction. Members must sign and date the agreement before proceeding with the construction.

- d. Permanent structures must not exceed 2.14m (7ft) in height (including roof area), 1.83m (6ft) in width and 2.44m (8ft) in length.
- e. If a permanent structure is painted or stained, it must be in one of the following approved colours: green, grey, brown/natural, black.

(2) Temporary structures

- a. 'Temporary structures' are polytunnels, storage boxes, cold frames and compost and manure bins.
- b. Temporary structures may be built without permission, but storage boxes must not be higher than 75cm (2ft 6in) and if painted or stained, must be in one of the following approved colours: green, grey, brown/natural, black.
- c. Members may have one storage box and up to two cold frames on their Plot in addition to a shed or greenhouse.

(3) All structures

- a. All new structures, whether temporary or permanent, must be set back at least 50cm (20in) from any path.
- b. No concrete is to be used in any part of the construction of any structure.

13. Water

Members must not interfere with the water supply, tanks or taps on the Allotment Site. Members must not attach a hosepipe to a communal tank or tap or siphon water from a communal tank.

14. Ponds

- a. All new ponds must be set back at least 50cm (20in) from any path.
- b. Ponds must not be larger than 1m x 1m and 60 cm in depth.
- c. As ponds are intended to support wildlife, they must have a sloping beach-like edge created with rocks or stones to allow small animals or birds to get out easily.
- d. Ponds which are not set back at least 50cm (20in) from any path must have a low fence-like structure (such as a small dead hedge) on the side facing any path to prevent people (especially small children) falling in.

15. Bonfires

- a. Bonfires should be kept to a minimum.
- b. Bonfires are permitted between 1 November to 31 January, but the Committee may extend the period in the case of exceptionally wet weather or may change the period.
- c. Bonfires must not be started before 10am. Members must not leave a bonfire unattended or to smoulder. Fires must be extinguished completely before the Member leaves the Plot.
- d. Members must only burn dry wood and dry plant material.
- e. Members must not burn domestic rubbish, rubber, carpet, polystyrene or any plastic, foam, paint, plywood, chipboard, MDF, painted or any treated wood including old sheds.
- f. Members must not use engine oil, meths, petrol or any accelerant to light a fire.

- g. Any fire which is causing or likely to cause a nuisance to other Members or to local residents must be extinguished immediately.

CONDUCT ON SITE

16. Members' responsibilities

- a. No Member may enter or encroach onto another Member's Plot without permission from that Member or from the Committee. Members must not take any plants or produce from another Plotholder's Plot except with that Plotholder's permission. Members must not damage another Plotholder's Plot, crops or any structures on that Plot. If a Member causes any damage to the Plot, crops or structure of another Plotholder, the Committee may require the offender to make a payment to the other Plotholder as determined by the Committee. The Member may also be evicted.
- b. Members must not, whether by themselves or by instructing or encouraging other people to do so, assault, abuse in writing (including on social media) or verbally, harass or threaten and must not cause any damage, nuisance or annoyance to any other Member or employee of the Association or to any local resident or to any visitor to the Allotment Site.
- c. Members must not damage any sheds, fences, gates, locks or other property of the Association.
- d. Members must ensure that any visitors invited to the Allotment Site obey the Rules and Byelaws. Members are responsible for the behaviour of all individuals invited to the Allotment Site. All children under the age of 18 must be supervised at all times by a Member or another adult who has been explicitly given responsibility by a Member for the supervision of such visiting children. This includes when moving round the site, for example to visit the toilets or stores. Visitors, including children, may not enter any plot without the Plotholder's permission.
- e. No dogs are allowed on the Allotment Site unless kept under control by their owner. Dogs must be kept on a lead at all times.
- f. Members must put rubbish in the designated rubbish bin or remove it from the Allotment Site and must not leave rubbish on the road or pavements outside the Allotment Site.

- g. The use of strimmers or other noisy machinery is not permitted before 10am or after 6pm.
- h. Members must respect the Allotment Site as a quiet place and not disturb other Members with loud noise, including music or radios. Members must reduce the volume of any noise (excluding the noise from strimmers or other tools) if asked to do so by another Member or local resident. Social gatherings on the Allotment Site must finish by 10pm.
- i. No livestock except bees may be kept on the Allotment Site. Permission to keep bees must be sought in advance from the Committee. Members may only keep bees subject to meeting the guidance on bee-keeping.
- j. If a Member wishes to film or take photographs on the Allotment Site and to publish the photographs/ footage other than to family and friends, they must obtain prior permission from the Committee.
- k. If a Member wishes to use the Allotment Site for any commercial purpose, they must obtain prior permission from the Committee and pay a going rate charge.

17. Handling of complaints and disputes

- a. All complaints and disputes about alleged non-compliance with these Byelaws will be determined by the Committee in accordance with the Complaints, Dispute Resolution and Appeals Policy set out in Rule 11 of the Association's Rules. A Member who breaches these Byelaws may be given a warning or evicted.
- b. If a Member does not comply with the Committee's requests or directions in relation to the Member's management of their Plot or their conduct on the Allotment Site, the Committee may have any necessary remedial work done at the cost of the Member, in addition to any other sanction which is imposed under the Complaints, Dispute Resolution and Appeals Policy.

18. Stores

Any goods ordered through the Association must be paid for in advance and collected as soon as possible after delivery to the stores.

19. Change of address

Any member changing his/her postal or email address must notify the Secretary at once in writing or through email to the RAA admin address info.rosendaleallotments@btconnect.com or via the contact form on the RAA website.

Date of last update April 2025