WADSLEY BRIDGE ALLOTMENT SOCIETY (W.B.A.S.)
Affiliated to the National Allotment Society

Part [A] - Current Rules - Revision 03.1

Revision	Issued	Details—Changes / Additions / Removals / Clarifications / etc
n/a	?	Original Rules
01	February 2017	Re-Written on computer—copied from original photo-copy
02	January 2019	Revised, additions made, signed for slip added
03	March 2024	Date added to signed for slip
03.1	November 2026	Levy amount revised, Details added to tear-off slip, Dog policy clarified

Section 1)
[a] The tenancy shall be a half yearly tenancy and shall be determinable by six months written notice given by either party at any time, unless the said tenancy is to be revoked as a result of action being taken as described in section **5[a]**
[b] The WBAS Rules may be re-issued (and signed for) at any time as may be needed, but will usually be re-issued yearly in January where the tenant's copy will act as receipt of payment for that year's rent.

Section 2)
The rent shall be paid per annum, **on or before the 31st January**. Should any rents (*or part rents*) remain outstanding on or after 1st February then such rents shall be subject to a levy of £10.00 per calendar month, or part thereof. The said levy shall continue to be applied until such time as the said rent (*and Levy*) is paid in full. Any monies owing after a period of twenty one days as prescribed below in Section **5)** will be deemed to be an outstanding debt, and may be legally pursued at the discretion of the committee.

Section 3) ***The tenant hereby agrees:***
[a] To pay the said rent (and levy, if applicable) as aforesaid
[b] To erect and maintain, in neat and tidy condition, the boundary fence(s), or hedge(s), of the said allotment. That NO boundaries are to be moved or changed, and to maintain a numbered entrance to EVERY allotment to which he (or she) is the tenant.
[c] To maintain in good and substantial repair, ALL buildings now erected on the allotment, and to keep the grounds of the said allotment in a clean and tidy condition. That the storage of rubbish and general waste, other than compost and burning materials is forbidden.
[d] At the termination of the tenancy hereby created, to remove all or any, temporary buildings or structures erected by the tenant, and to make good all damage caused to the site in so doing. The tenant may seek dispensation from the committee in order to leave such temporary buildings or structures as they are, but will need to offer valid reasons, or show that this is the wish of the next tenant.
[e] The committee may, at any reasonable time, demand full and un-restricted access to the Allotment for the purpose of conducting a "Garden Inspection". Such Garden Inspections are to be un-announced, and made at random.
[f] That where an allotment is deemed to be a "dog garden" then **existing** Plot Holders are allowed to keep a **MAXIMUM** number of 6 (six) dogs per allotment. The current entitlement, for new tenants, is strictly **ONE** dog per allotment. (***See clarification provided in Addendum 01***)
[g] Not to use the allotment, or any part thereof, for any trade or commercial purposes.
[h] To keep all water butts (and any other water receptacles) on the allotment securely covered up.
[i] Not to permit, or use, any building erected, or which may be hereafter erected, on the allotment for the purpose of living or sleeping.
[j] Not to use any barbed wire adjoining any path set out by the society.
[k] Not to attach a hose pipe to the water stand pipes, except for the filling of water butts and troughs. No sprinkler or other device for the spraying or filtering of water shall be attached or affixed to the hose pipe, (the prolonged use of which is strictly prohibited. The use of watering cans is both permitted and encouraged.
[l] To observe and perform all the rules and regulations and conditions made, or to be made from time to time by the society for the management of the said allotments of which rules due notice shall be given.
[m] Not to assign, or sub-let, or allow part possession of the property.
[n] Not to make any claim for compensation upon the expiration of the tenancy

4) The Society hereby agree that the Tenant, having duly paid the said rent, hereby reserved, at the times and in manner aforesaid, and duly observing and performing the agreement and stipulations herein contained within the current revision rules, may peaceably enjoy the property during the continuance of the tenancy without any interruption or disturbance by the society.

Section 5)

[a] If at any time, the rent (or levy) shall be in arrears for (*and not paid within the space of*) a period of twenty one days after the same became due (*whether legally demanded or not*), or,

[b] if (and whenever there shall be) a breach of any of the agreement (rules) contained on the part of the tenant to be observed and performed, then in either such case it shall be deemed acceptable for the society to enter into and upon the property (or any part thereof), **and to hold and enjoy the said property as if this present agreement had never been made**, anything herein contained to the contrary, notwithstanding

Section 6)

[a] There now exists a requirement for each tenant to, upon receipt of his/her copy of the revised rules, to provide his/her signature on the tear-off slip provided, which will be held in the WBAS register, as acknowledgement that he/she has received, and now holds, his/her own personal copy of the said rules.

[b] Furthermore, receipt of, and signature for, the said rules shall be deemed by the society (WBAS) to be indicative of the tenant's acceptance of those rules in their entirety, and without exception, and shall also be indicative of the tenant's willingness, and agreement, to abide by the said rules, and also of the tenants understanding that failure to comply with the said rules may result in appropriate action being taken as described in section **5[b].**

[c] Any new tenancies will only be granted once a copy of the latest version WBAS Rules has been issued to the proposed tenant, and that the proposed tenant has signed for and, therefore, agreed to abide by, the said rules. By signing his/her copy of the said rules, the proposed tenant is deemed to be providing his/her full agreement to the said rules as described in section **6 [b].**

[d] All existing tenants shall also be required to sign for their copy of the latest revision WBAS Rules. In the event that an existing tenant declines to sign for his/her copy of the latest revision WBAS Rules, then it shall be deemed acceptable for the Society to take appropriate action, being taken as described in section 5.

Section 7

[a] In the event that an allotment becomes untenanted, be that through death, imprisonment, abandonment, or any other such cause, the tenancy of that allotment shall pass, immediately, and without exception, to the WBAS Committee. The Committee shall then execute the disposition of the allotment. First contact shall be to the tenant's next of kin, or immediate family, with any monies accrued upon disposition being paid to the said next of kin, or family member.

[b] in the event that next of kin, or family member, cannot be contacted (*or wish to have no involvement*), then the disposition of the allotment shall be undertaken by normal procedure handled by the Committee. In this case, any monies accrued from the disposition shall be used for the benefit of the WBAS members.

Tenant:

This is your copy of the latest revision rules.

You should sign below for receipt of your copy. The tear-off slip will be retained in the Society's records.

~~~~~~ Tear off along this line ~~~~~~

WADSLEY BRIDGE ALLOTMENT SOCIETY (W.B.A.S.)
Part [B] - Receipt of rules.

I acknowledge receipt of my copy of WBAS Rules.

I understand, and agree, to abide by the rules as prescribed. Phone _____

Address_____ Town_____ Postcode _____

Signed _____ Print Name_____ Date ____/____/_____
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Addendum 01 - Clarification of existing Rules (Rev 03.1)

For the purpose of this text:-

"We" = WBAS Committee, and any Plot Holder with a relative interest.

"SCC" = Sheffield City Council (*or It's representative*).

"Plot Holder" = A person who holds and rents a plot as prescribed in the Member's list and who's details are recorded on the Contact Details Form (*Schedule 2*).

Extract from current rules Rev 03.1

Section 3) [f] That where an allotment is deemed to be a "dog garden" then existing Plot Holders are allowed to keep a MAXIMUM number of 6 (six) dogs per allotment. The current entitlement, for new Plot Holderss, is strictly ONE dog per allotment.

NB: The ONE dog statement per new tenant no longer applies (see below) and will be amended at an appropriate major Rules Revision change.

Explanation:

Originally, a Plot Holder was allowed to keep (*a maximum of*) six dogs per allotment. A number of complaints (*about dogs*) were received by SCC and their response was to attempt to impose upon us, a complete ban on kenneling dogs on this allotment site.

We explained that the people (*Plot Holders*) who had (*up to*) 6 dogs were long standing occupants and as such were entitled to, as their signed for rules stated, continue with their allowed dog quota, and that **we (*the Committee*) would not be prepared to impose any change to this rule**.

NB: *Our rules are held by the landowners, and also by SCC, they have not been challenged and therefore, we deem that the prescribed rules have been accepted "as is".*

However, SCC were adamant that they wanted to initiate a reduction (*and, long term, eventual removal*) of dogs on our allotment site following a prosecution, in 2022, brought about by SCC Animal Enforcement, of one of our Plot Holders.
We have had to arrive at a compromise and so, we stated that the existing (***agreed***) rule concerning (*up to*) 6 dogs for existing (*long standing*) occupants **must, and will, remain**, and **cannot be rescinded**, but that we would implement a reduction to 1 (*one*) dog per allotment for any new Plot Holders coming onto our allotment site (*or acquiring a new or different plot*).

The definition of a "new Plot Holder" as mentioned above, and in Section **3 [f]** would be:-
a person who took up a new tenancy between October 2022 and October 2023 because:-

Further demands from SCC, in response to more complaints being received during the latter part of 2023, have meant that after October 2023 no new dogs will be allowed to be brought onto the allotment site.

IE:- In brief - any person taking on a new tenancy after October 2023 will not be allowed to kennel any dog on that plot, and an existing Plot Holder (*other than a long standing occupant up to maximum 6 dogs*) cannot introduce a new dog to the allotment site.

Entitlements and Allowances

a] existing (*long standing*) occupants - up to 6 dogs per plot on an existing tenancy

b] existing (*long standing*) occupants taking a new tenancy of a different plot - No dogs allowed on the newly tenanted plot.

c] existing occupant who took up a tenancy between October 2022 and October 2023 - Strictly One dog per plot.

d] anyone taking up a tenancy after October 2023 - No dogs are allowed to be kenneled on this newly tenanted plot.

Please ask if you have any further questions