****

**NAS Policy Document 109. Sharing an Allotment Garden**

1. The Society recognises that sharing the opportunity to cultivate and otherwise enjoy the benefits of an allotment garden with others is a widespread and often benign practice. Sharing the work of cultivation can also make participation in allotment gardening possible for persons who might otherwise be excluded, for example by disability.

2. The Society maintains, however, that when there are names on the waiting list for allotment gardens, then unless the tenancy agreement or local management policies specifically provide otherwise, the informal sharing of a plot (in the form of shared cultivation or in any other way) does not afford any priority to the person sharing that plot over other persons on the waiting list. Where no specific provision exists, a sharer or any other party wishing to assume the tenancy of a specific allotment garden as and when it falls vacant should join the waiting list, and secure priority in the allocation of that plot as and when they reach the top of the waiting list. At that point their interest in the plot can be registered, and activated when the tenancy falls vacant.

3. Where allotment gardens are managed in such a way as to accommodate garden sharing and to make specific provision for sharers when the current tenancy falls vacant, the Society expects that the local policies governing this practice will be unambiguous, consistent, transparent, and made freely available to both present and aspiring plotholders. Local policies should also be consistent with the general presumption against the sub-letting of allotment gardens.

4. The Society maintains that responsibility for the behavior of any person who is invited onto an allotment garden by a tenant, be it as part of a sharing arrangement or otherwise, lies with the tenant, and that this principle should be included in the tenancy agreement. It should also be the responsibility of the tenant to ensure that any garden sharer is made aware of the terms of the tenancy agreement, including the fact that all allotment tenancies are confined to 12 months in law. When a tenant cannot cultivate all the land included in the tenancy, is therefore in breach of the tenancy agreement, and is unwilling to take responsibility for others sharing the plot, then the appropriate course of action, if the tenant is otherwise in good standing, is to divide the plot, and make available the tenancy of the land thereby released to persons on the waiting list.