

CHILD'S HILL ALLOTMENT SOCIETY

TERMS AND CONDITIONS OF ALLOTMENT TENANCY

- 1 In this document, where the circumstances so admit:
- 'the society' means the Child's Hill Allotment Society
 - an 'allotment' means any allotment garden rented from the society
 - 'the tenant' means the named current holder(s) of an allotment
 - 'the council' means the London Borough of Barnet.
 - 'the committee' means the committee of management of the society.
 - 'the site' means the allotment site managed by the society and located at Garth Road, NW2 2NH.
-
- the use of the masculine includes the feminine and vice versa; the singular includes the plural and vice versa.
 - Certain terms and conditions are required either by the terms of the lease or by allotment law and may not be deleted or amended. They are indicated by the symbol (L).
- 2 Where an allotment is let to two or more tenants the terms and conditions in this document apply to each of them.

GENERAL

- 3 Tenants are required to be members of the society for the whole of their period of tenancy. (L)
- 4 Allotments are let to tenants solely as allotment gardens as provided for in the provisions of the Allotments Acts 1908 to 1950 as to allotment garden tenancies, and the provisions of those Acts apply accordingly. Allotments are to be wholly or mainly cultivated by the tenant for the production of vegetables or fruit crops for consumption by the occupier and his/her family. (L)
- 5 Tenants may only use their allotments for their own cultivation and may not carry on, or permit to be carried on, any trade or business involving the allotment. (L)
- 6 Prior to a tenant taking possession, a probationary period may be required. Should this be completed to the satisfaction of the society, before taking possession every tenant shall pay the required rent and other charges - on the days and at the time and place appointed by the society - to the secretary or other person authorised by the society to receive it, whether legally demanded or not.
- 7 The council and the society, their accredited representatives and persons acting on their behalf or with their permission shall be entitled at any time to enter and inspect any allotment, and carry out any works or repairs required or authorised by the society or by the council. (L)
- 8 Tenants must not do nor allow anything (in relation to the tenant's allotment) which is inconsistent with, or in breach of, the provisions of the lease (which the society shall make available for inspection by the tenant on demand). (L)

9 If any notice is served by the society in respect of any breach of the terms of this agreement, the tenant shall immediately comply with such a notice and carry out any work required by the notice. (L)

10 Tenants must not:

- transfer, assign, sublet, part with possession of, or otherwise deal with the allotment or any part of it or with any interest in it; (L)
- grant or purport to grant any right, interest, licence, or easement in or over or under the allotment; (L)
- do in connection with the allotment any act or thing which may be, or become, illegal or a nuisance to the council, to the society, to other tenants or to the owners or occupiers of other property in the neighbourhood; (L)
- encroach or trespass, or allow others to trespass, upon another tenant's allotment or encroach onto any path, road or communal space;
- cause, or allow to be caused, any damage to or theft of any property, including crops, belonging to other persons or the society.

11 Tenants must:

- indemnify and keep indemnified the society, its officers and servants from and against all costs, claims, demands, proceedings, expenses and payments whatsoever that may be made or instituted against them or any of them in relation to the use of the allotment by the Tenant or the Tenant's employees, visitors or contractors either directly or indirectly, and which would not have arisen but for the granting of this tenancy;
- inform the society of any attempt by the owners or occupiers of other property in the neighbourhood to encroach on or acquire any right or easement over the allotment, including any unauthorised access to the site; (L)
- cooperate as far as reasonably possible with the society and its officers in ensuring the efficient, effective and harmonious running of the site;
- inform the society immediately of any change in their address or other contact details.
- be prepared to contribute their time and effort to assist with the running and management of the site

12 The society is not responsible for any loss, theft, damage or injury to any persons or property on the allotment site, and all persons who enter the site do so at their own risk.

13 Tenants shall observe and perform any special condition which the society considers necessary to preserve the allotment from deterioration, and of which notice shall be given to the tenant in accordance with these terms and conditions.

CARE AND MAINTENANCE OF THE ALLOTMENT

14 Tenants must keep their allotments reasonably free from weeds and rubbish, and otherwise maintain them in a proper state of cultivation to the satisfaction of the society. (L)

15 Tenants must not:

- plant, or allow to grow, any hedges or trees, or erect any fencing, walls or other barriers around their allotments that would prevent the free passage of a standard wheelbarrow;
- use barbed or razor wire or the like for any purpose; (L)
- erect any notices or advertisements; (L)
- bring any asbestos-based materials or products onto their allotments. Any already existing asbestos-based materials may remain if in reasonable condition but must be removed in a safe manner if their condition deteriorates.

16 Tenants must keep any ditches and watercourses bordering their allotment open and clear of obstructions and must not, without the prior approval of the society, divert, alter or in any way interfere with the free running or percolation of water in or under the site whether the water is in defined channels or otherwise. (L)

Bonfires

17 Bonfires may be lit by tenants on their allotments only:

- on one specified day of each month during the months May to September (the days to be specified by the society) and (L)
- at any time on any day during the months October to April. (L)

When permitted, bonfires must

- be kept under control at all times and not left unattended, and must be completely extinguished before the tenant leaves the site; (L)
- not be used to burn household rubbish, rubber tyres or anything containing plastic, foam or paint.

Sheds and other fixtures

18 Tenants must not build or allow to be built on their allotments:

- any permanent structures; (L)
- any temporary structures exceeding 2.5 metres in height. (L)

The total area of all temporary structures on an allotment, including sheds, greenhouses, polytunnels and the like, may not exceed 20% of the area of the allotment and must be built and maintained to a reasonable standard. (L)

Within this overall limit, no shed may exceed 5% of the area of the allotment, e.g. 12.5m² on a 10 pole plot.

All other temporary structures may only be constructed and used for the purposes of cultivation.

19 Permission from the committee is required prior to erecting any temporary structure. It must not be erected within 1 metre of roads, paths, fences or neighbouring allotments. It must be constructed using appropriate materials and should be sound and safe and the finish must be in keeping with the surroundings.

20 Structures, fixtures and the like erected or installed on an allotment shall remain the property of the tenant during the term of the tenancy. Upon the expiration or termination of the tenancy for whatever reason, the tenant or his or her personal representative shall be entitled to dispose of such structures, fixtures and the like to whom and on such terms as they may desire, including sale to an incoming tenant, or remove such structures and fixtures and any produce. If the outgoing tenant neither disposes of nor removes such structures, then an incoming tenant may either enter into possession of these structures without payment or cause these structures to be dismantled and removed and to charge the outgoing tenant the cost of these works.

21 Upon the termination of the tenancy of an allotment the tenant shall, if required to do so by the society, remove from the allotment all his/her property of any kind within 14 days of such termination, and shall make good any defect to the allotment caused by such movement. The society may thereafter remove any such property remaining on the allotment and charge the expense of such removal and making good any defect to the tenant, who shall upon demand pay to the society the amount of such expense.

Trees

22 Tenants must not plant, or allow to grow by natural seeding or otherwise, any trees or bushes other than fruit trees and bushes of recognised varieties cultivated for their crop.

23 Fruit trees and bushes must not be planted within 1 metre of - nor hang over or encroach upon - roads, paths, fences or neighbouring allotments, and should not exceed 4 metres in height.

24 All trees must be regularly inspected and properly maintained to the satisfaction of the society. (L)

Paths, roads and boundaries

25 Subject to clause 26, tenants must keep in repair, to the satisfaction of the society, every path or road bordering their allotment, and keep any hedges or verges bordering and forming part of their allotments properly cut and trimmed, except such paths, roads and hedges which the society has agreed to maintain in good order.

25a No paths, either on or between allotments, may be made of concrete, though the use of concrete slabs is allowed.

26 Where there is a border path between allotments, the tenants of each of those allotments are jointly responsible for maintaining properly, and at a width of no less than 0.5 metres, the path between their allotments except that, by mutual agreement, the tenants involved may agree that one or the other of them will be solely responsible for maintenance of the path.

27 The society reserves the right, acting reasonably, at the end of any tenancy year and having given reasonable notice, to re-define the boundaries of any allotment and re-calculate the rent if it believes this to be necessary to promote the efficient and effective management of the site.

Livestock

28a No livestock including rabbits and poultry may be kept on allotments.

Keeping bees

28b Bees may be kept, if the society is satisfied that the tenant and/or the beekeeper is suitably qualified to care properly for them and that the following conditions are met:

- the beekeeper should have undertaken a recognised course of at least one or two years duration, covering both theoretical and practical hands on training, to a good level of competence
- the beekeeper must be a full member of a recognised beekeeping association with full insurance against third party damages
- any bees brought onto the allotment should be of good temperament and kept that way.

Water

29 Hosepipes may be used on the site, subject to water company regulations. Hoses must be held in the hand at all times and must not be left unattended. Sprinklers, irrigation systems and the like are forbidden.

29a No tenant may use a tap for a continuous period of more than 15 minutes if another tenant wishes to use it.

29b Tanks may only be used for the purpose of filling watering cans.

CARE OF THE SITE

30 Tenants must not:

- remove or carry away or permit to be removed or carried away from the site any clay, soil, mineral, gravel or sand; (L)
- dig or permit to be dug any pits, shafts, wells or ditches; (L)
- import, store or allow on the site any soil, fill or material from an external source, or any rubbish or other materials or items, which are not connected with the proper and lawful use of the site or which are likely to damage the horticultural quality of the site; (L)
- deposit any manure, refuse or other material of any kind on the roads, paths, lay-bys or anywhere on car-parking areas, in watercourses or on communal land except with the prior agreement of the society and provided the material is cleared promptly;
- park or cause to be parked any motor vehicle or wheeled vehicle on any allotment or on any part of the site except in designated parking areas and only when in attendance on the site; (L)
- make or obtain copies of gate keys provided by the society;
- interfere in any way with any material, plant, equipment, building or installation owned by the society or the council.

31 Tenants must:

- lock the gates after entering or leaving the site even if they are found to be open or unlocked;
- make arrangements to meet personally at the entrance of the site any persons visiting them or vehicles making deliveries to them on the site and to ensure that the entrance is

locked securely before and after. The society shall have the right to refuse admittance to any person other than the tenant or a member of his/her family or household to the allotment unless accompanied by the tenant or a member of his/her family;

- return at the end of the tenancy all gate and other keys provided by the society. All such keys remain the property of the society. Where replacement keys have been supplied to the tenant, these must be returned at the end of the tenancy or on demand;
- report to the committee any matters of mains water leakage, any damage to fences, property or produce, through trespass or vandalism or from any other cause.

32 Dogs must be kept under close control while on the site. They must not be allowed to foul or cause damage to any allotment, or any other area within the site.

32a Children may accompany tenants on the site but must be kept under control and not be allowed to cause a nuisance to other tenants. Children under the age of 12 years must be accompanied by a responsible adult at all times.

TERMINATION OF TENANCY

33 The tenant must yield up the allotment at the expiration or termination of the tenancy in such condition as shall be in compliance with the terms and conditions contained in this document.

34 The society or the tenant may at any time terminate a tenancy by giving twelve months notice in writing to the other expiring on or before the sixth day of April or on or after the twenty-ninth day of September in any year except that the society may at its discretion accept from the tenant a lesser period of notice expiring at any time.

35 In the event of the death of the tenant, the tenancy shall terminate at the end of the rent year or three months after the date of death, whichever period is greater, except that the tenancy may be terminated sooner by agreement with the society.

36 The society shall have the right immediately to re-enter and take possession of an allotment and to terminate the tenancy of any tenant after giving one month previous notice in writing to the tenant:

- whose rent is in arrears for forty days or more, whether legally demanded or not, or (L)
- who is in breach of any of the other agreements, covenants or obligations (including the covenants in 14 and 15 above concerning the care and maintenance of the allotment) imposed on the tenant by this document or the tenancy agreement in respect of the allotment (L)

37 The society may terminate the tenancy of any allotment at one month's notice if it shall at any time, at one month's notice, be required by the council to give up possession or occupation of the land, or any part thereof, of which such allotment forms a part. (L)

38 This tenancy shall terminate forthwith whenever any tenancy or right of occupation of the council shall terminate. (L)

39 If the site or any part thereof that includes the allotment shall be required by the council for a purpose for which it was acquired or to which it has been appropriated by the council, the tenancy may be determined by the society by three calendar months' notice in writing. (L)

COMPENSATION

40 Before taking possession of land, every member shall pay to the society or to the outgoing tenant, as the case may be, any charge due in respect of ingoing compensation, adaption or other matters. (L)

41 The society shall be entitled to recover from the tenant on his/her vacating the allotment on the termination of the tenancy, statutory compensation in respect of any deterioration of the allotment caused by failure of the tenant to maintain it as required in this agreement. (L)

42 The allotment is not to be considered let or treated as a market garden or agricultural holding within the meaning of relevant legislation. (L)

BREACHES AND DISPUTES

43 **Breaches** - in the case of any member charged with a breach of these rules, the matter should be referred in writing to the committee, or such person or persons designated by them as they see fit, who shall at the earliest convenience deal with the matter. The committee shall have the power to take such steps as they consider necessary.

44 The society reserves the right to exclude from the site without notice, pending consideration of the matter by the committee under paragraph 43 above, any tenant or other person against whom there is a prima-facie case of gross misconduct such as (a) causing serious damage to any allotment or to the crops thereon or to any communal area or (b) while on the site, damaging or stealing the property of any other person or of the society or (c) assaulting or threatening any person on the site.

45 **Disputes** - cases of dispute between two or more tenants shall be referred to the committee, or such person or persons designated by them as they see fit. The committee shall have the power to take such steps as they consider necessary.

46 **Appeals** - any party to a breach or dispute may appeal against any decision made by the committee under 43-45 above. The appeal shall be made to a person or persons independent of the management of the society and of the management of the site. Such person or persons shall give the said parties a fair hearing before arriving at any decision on the appeal. (L)

LETTERS AND NOTICES

47 Any letter or notice required to be served under this agreement may be served by hand, by pre-paid post, or by suitable electronic means:

- on the tenant either personally or by leaving it at his last known place of abode or by prepaid letter addressed to him there or, failing that, by fixing the same in some conspicuous manner on the allotment; (L)
- on the society by addressing it to the secretary for the time being of the society at the society's published address for correspondence. (L)

48 Notices directed to all tenants may be served by posting them prominently on the society's outdoor site notice board or similar display space or by including them in any newsletter or journal distributed by the society to all its members. (L)

DATA PROTECTION

49 Tenants' contact details, allotment history and other information relevant to their tenancy and membership of the society may be stored on computer or otherwise. This

information will be used only for the management and administration of the society and the site and will not be disclosed to third parties unless the society is required to do so by law or in compliance with legal obligations. The tenant may inspect the information held by the society about him/herself on request. (L)