

## **GOLDERS GREEN ALLOTMENT ASSOCIATION**

### **TERMS AND CONDITIONS OF ALLOTMENT TENANCY**

- 1 In this document, where the circumstances so admit:
- 'the Association' means the Golders Green Allotment Association
  - an 'allotment' means any allotment garden rented from the Association
  - '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 Association.
  - 'the site' means the allotment site managed by the Association and located at Hospital Fields, London NW2 and NW11 and Tretawn Gardens, Mill Hill, London NW7.
- the use of the masculine includes the feminine and vice versa; the singular includes the plural and vice versa.
- 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 Association for the whole period of their tenancy.
- 4 Allotments are let to tenants solely as allotment gardens according to the provisions of the Allotments Acts 1908 to 1950, and the provisions of those Acts apply. Allotments are to be wholly or mainly cultivated by the tenant for the production of vegetables or fruit crops for consumption by the tenant and his/her family.
- 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.
- 6 Before taking possession, every tenant shall pay the required rent and other charges in advance - on the days and at the time and place appointed by the Association - to the secretary or other person authorised by the Association to receive it, whether legally demanded or not.
- 7 The Council and the Association, their accredited representatives and persons acting on their behalf or with their permission are entitled at any time to enter and inspect any allotment, and carry out any works or repairs required or authorised by the Association or by the Council.
- 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 Association shall make available for inspection by the tenant on demand).
- 9 If any notice is served by the Association 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.

**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;
- grant or purport to grant any right, interest, licence, or easement in or over or under the allotment;
- do in connection with the allotment any act or thing which may be, or become, illegal or a nuisance to the Council, to the Association, to other tenants or to the owners or occupiers of other property in the neighbourhood;
- 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 Association.

**11 Tenants must:**

- indemnify and keep indemnified the Association, 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 Association 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;
- cooperate as far as reasonably possible with the Association and its officers in ensuring the efficient, effective and harmonious running of the site;
- inform the Association immediately of any change in their address, telephone number or other contact details.
- Inform the Association immediately if they are not able to cultivate their plot for any reason.

12 The Association 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 Association 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 Association.

### **15 Tenants must not:**

- plant, or allow to grow, any hedges or erect any fencing, walls or other barriers around their allotments;
- use barbed or razor wire or the like for any purpose;
- erect any notices or advertisements.

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 Association, 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.

### **Bonfires**

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

- on the first Wednesday of each month during the months May to September and
- at any time on any day during the months October to April. Or as stipulated by notice on the outdoor notice boards

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.

### **Sheds and other fixtures**

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

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

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.

19 Any shed or greenhouse must be erected on the end of the plot designated for that purpose. Where this is impractical or unclear approval for erecting a proposed structure must be obtained from the Association before building commences.

20 Where a full plot is divided into two half or part plots the tenant of each part is entitled to build a shed or greenhouse on half of the end of the plot designated for that purpose. A tenant may demand to do so when this right has not previously been exercised. When such a demand creates practical difficulties the Association should be consulted and will decide how the situation can reasonably be resolved.

21 The Association may instruct a tenant to move, remove or modify any structure that has not been erected in accord with these terms and conditions and, if he does not comply within a reasonable period, may arrange for the work to be done and charge the cost of this work to the tenant.

22 Any exposed, concreted areas on the allotment such as paths must not in total exceed 10% of the total area of the permitted structures as mentioned at 18 above.

23 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.

24 Upon the termination of the tenancy the tenant shall, if required to do so by the Association, 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 Association 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 Association the amount of such expense. Or if a deposit was taken at the start of the tenancy, that deposit will be retained by the Association for the sole purpose of making good any defect left by the outgoing tenant as decided upon by the Association.

### **Trees**

25 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.

26 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 5 metres in height.

27 All trees must be regularly inspected and properly maintained to the satisfaction of the Association which may require that they be pruned when excessive shadow is being cast on neighbouring allotments and for other reasonable reasons.

### **Paths, roads and boundaries**

28 Subject to clause 29, tenants must keep in repair, to the satisfaction of the Association, 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 Association has agreed to maintain in good order.

29 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.

30 The Association 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**

31 Tenants may not to keep livestock on the site except with specific approval of the Association, hens (but not cockerels) and bees may be kept:

(a) provided that

(i) the numbers of them are manageable

(ii) they are well and humanely managed

(iii) they do not cause any danger, nuisance, interference, disturbance or annoyance to tenants or to anyone else including members of the public and the owners or occupiers of any neighbouring and or adjoining property

and

(b) the Association may, at its discretion, decide that the keeping of some or all hens and bees on the site would be unacceptable for whatever reason, and may revoke approval previously given to any plotholder if it deems that the requirements of (a) are not being complied with, or otherwise for whatever reason.

### **Keeping bees**

32 If the Association has given permission for Bees to be kept by a plotholder, the Association must first be satisfied that the tenant and/or the beekeeper is suitably qualified to care properly for them and that the following conditions are satisfied:

(i) the beekeeper should have undertaken a recognised course covering both theoretical and practical hands on training, and to able to show that he or she has a good level of competence

(ii) the beekeeper must be a full member of a recognised beekeeping association with full insurance against third party damages

(iii) any bees brought onto the allotment should be of good temperament and kept that way.

(iv) any hives brought onto the site will be positioned on the site as directed and agreed by the Association

### **Water**

33 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, irrigations systems and the like are forbidden.

34 Under no circumstances are hosepipes to be left on over night or when the plotholder is not on his/her plot.

## **CARE OF THE SITE**

35 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;
- dig or permit to be dug any pits, shafts, wells or ditches;
- install any kind of toilet of any description;
- 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;
- 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 Association and provided the material is cleared promptly;
- park 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;
- interfere in any way with any material, plant, equipment, building or installation owned by the Association or the Council.

**36 Tenants must:**

- lock the gates after entering or leaving the site even if they are found to be open or unlocked except during the Trading Hut trading hours;
- 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 Association 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 Association. All such keys remain the property of the Association. 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.

37 Dogs must be kept under close control and on a lead while on the site. They must not be allowed to foul or cause damage to any allotment.

## **Termination of the tenancy**

38 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.

39 The Association or the tenant may at any time terminate a tenancy by giving at least 3 months notice in writing to the other expiring on or before the first day of April or on or after the twenty-ninth day of September in any year except that the Association may at its discretion accept from the tenant a lesser period of notice expiring at any time.

40 In the event of the death of the tenant, the tenancy shall terminate 3 months after the date of death except that the tenancy may be terminated sooner or later by agreement between personal representatives and the Association. At its discretion the Association may instead agree to transfer the deceased's tenancy to a member of his household, or to another person who has previously been involved in the cultivation of the plot but only with the agreement of the Association.

### **Termination of the tenancy by the Association**

41 The Association 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
- 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
- who has repeatedly ignored un-tidy plot letters and warning letters and time scales stipulated in those letters

### **Termination of the Association's tenancy**

42 The Association may terminate the tenancy of any allotment at one month's notice at any time, if it is required by the Council to give up possession or occupation of the land, or any part thereof, of which such allotment forms a part.

43 This tenancy shall terminate forthwith whenever any tenancy or right of occupation of the Council shall terminate.

44 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 Association by three calendar months' notice in writing.

### **Compensation**

45 Before taking possession of a plot, the tenant will, if appropriate, pay to the Association or to the outgoing tenant, as the case may be, any charge due in respect of ingoing compensation, adaption or other matters.

46 The Association 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 or if a deposit has been taken the Association may keep that deposit to use against such statutory compensation as above.

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

### **Breaches and Disputes**

48 **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 has the power to take such steps as they consider necessary.

49 The Association reserves the right to exclude from the site without notice, pending consideration of the matter by the committee under paragraph 48 above, any tenant or other person who is accused 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 Association or (c) assaulting or threatening any person on the site.

50 **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.

51 **Appeals** - any party to a breach or dispute may appeal against any decision made by the committee under 48 - 50 above. The appeal shall be made to a person or persons independent of the management of the Association 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.

### **Letters and Notices**

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

- on the tenant either personally or by leaving it at his last known address or by prepaid letter addressed to him there or, failing that, by fixing the same in some conspicuous manner on the allotment;
- on the Association by addressing it to the Association or any one of its officers or committee members at the Association's published address for correspondence.

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

### **Data Protection**

54 Tenants' contact details, allotment history and other information relevant to their tenancy and membership of the Association may be stored on computer or otherwise. This information will be used only for the management and administration of the Association and the site and will not be disclosed to third parties unless the Association is required to do so by law or in compliance with legal obligations. The tenant may inspect the information held by the Association about him/her on request.