

FRIERN BARNET CENTRAL ALLOTMENT HOLDERS' ASSOCIATION LTD**Registered No. 9714 R**

Terms and Conditions of the Tenancy Agreement (also known as Bye-Laws)

I General**1 The Meaning of the Words Used in the Tenancy Agreement Terms and Conditions**

- (a) **"The Association"** is the Friern Barnet Central Allotment Holders' Association Ltd, a Registered Society owned by its members.
- (b) **"The Committee"** is the Committee of Management of the Association that is elected at the Annual General Meeting or appointed using the rules of the Association.
- (c) **"The Rules"** are the *Rules of the Friern Barnet Central Allotment Holders' Association Ltd*, registered with the Financial Conduct Authority (Register No. 9714 R).
- (d) A **"Member"** is a person who, having been approved by the Committee to join the Association, has paid an entrance fee set by the Committee according to the Rules, paid for a share in the Association, and paid annual rent. To keep their membership, members must pay the annual subscription set by the Committee. All tenants and "plot-holders" must be members of the Association.
- (e) A member can name a person to help them to work their plot. The member will pay an annual fee, set by the Committee, for that person to become an **"Associate Member"** of the Association (see also para 6 below).
- (f) The **"Allotments"** is the land, leased from the London Borough of Barnet, on the two sites managed by the Association: The Crescent, London N11 3LA (the East Side) and Hatley Close London N11 3LN (the West Side).
- (g) An **"allotment"** is the **allotment garden** or **plot** let to a member, by the Association, in return for an annual rent, to grow fruit, vegetables, flowers and herbs, for their own and their family's use. The terms 'allotment' and 'plot' are used to mean the same thing in this document.

2 Powers of the Committee

- (a) The Committee is solely responsible for the general management of the Allotments. If any matters arise which are not in the Tenancy Agreement or in the Rules of the Association, or these terms and conditions, the Committee has the power to deal with such matters in the best interest of all the allotment holders, and the members will be bound by the Committee's decision.
- (b) When exercising its power to manage the Allotments, the Committee will comply with any equality legislation in force in the UK. The Committee will not tolerate discrimination against members of the Association, or applicants to become members, or anyone entitled to use the facilities provided by the Association.

3 Sub-Committees

The Committee may delegate any powers to sub-committees, the Secretary, officer or other member of the Association.

4 Member's Change of Address

Members must make sure that the Association has their current address, email and telephone or mobile number, and must inform the Association if any of these changes. Members must also make sure that the Association has the current address and other relevant contact details of any associate member working with them on their allotment. This is to make sure that records held by the Association are accurate and up-to-date and that members and associate members can be contacted in a timely way.

II Letting an Allotment or plot**5 Application Approval**

All applicants for an allotment must become a member of the Association. All applications for an allotment must be approved by a member of the Committee. The Committee has the right to refuse any application for membership to the Association.

6 Associate members

Members may recommend someone to become an Associate Member to work with them on their allotment. The recommended person must: apply for membership in the Association, be approved by the Committee, pay the

entrance fee, and purchase a share in the Association, as required by the Rules. To maintain their Associate Membership status, Associate Members must pay an annual subscription. An Associate Member's membership will end when the principal tenant's tenancy ends, for whatever reason.

7 Subletting

All lettings and registration of tenancies are managed by the Committee. Members are not permitted in any circumstances to assign or sublet their allotment to any other person.

8 Right of Entry

Certain people may enter and inspect any allotment, at any time, to inspect, carry out work or undertake repairs. These include Committee members acting on behalf of the Association, representatives of the Council (landlord), or their representatives or workmen acting on their instructions.

9 Conditions of the Lease with the Council (these conditions must be met or the Association's lease with the Council may be forfeited).

Association's Responsibilities

- (a) The Association must not let more than 20 poles of land to any one member. The Association must not let more than 40 poles to two or more members who live in the same household
- (b) When letting an allotment, the Association must give priority to residents of the London Borough of Barnet.
- (c) Where there are more applications for tenancies than there are allotments available, the Association must hold a waiting list.
- (d) The Association must keep the boundaries of each allotment and pathways as laid out by the Council and must not alter them or allow members to change these.
- (e) The Association may divide a large allotment into two smaller allotments if it is in the interest of the Association to do so.

Members' Responsibilities

- (a) Members must comply with and observe UK laws as well as the conditions of the lease under which the Association holds the Allotments, where they relate to and affect each member's allotment.
- (b) Members must not use any part of their allotment to carry out or allow a trade or business, including selling excess produce.
- (c) Members must not remove or carry away (or allow to be removed or carried away) any clay, soil, mineral, gravel or sand.
- (d) Members must not bring in, store or allow on their plot any materials from an external source not connected with the proper use of their allotment, or that are likely to damage the horticultural quality of the allotments. This includes waste, rubbish, asbestos, or other similar materials. No waste or rubbish may be left on any other member's plot.
- (e) Members must not dig (or allow to be dug) any pits, shafts, wells, or ditches.
- (f) Members must not use (or allow to be used) any barbed wire.
- (g) Members must not alter the boundaries of any allotment or footpath or footways. This is called 'encroachment' and will not be tolerated.
- (h) Members must not construct a gate or any other means of access in a fence bordering the Allotments.
- (i) Members must not light bonfires except at times shown on notices on the gates of the Allotments. Members must not use petrol or other accelerants to light their bonfires or burn plastic or other non-organic materials. Members must ensure that any bonfire they light is attended and put out before they leave their plot. This is to prevent the risk of fire damage to their own and other members' property and produce.

III Rent

10 Payment of Rent

- (a) The Committee sets the rent to be charged each year. The rent includes a flat rate charge for water.
- (b) The Association reduces the rent by 50% for members who reach the age of 60, for the first 10 poles only.
- (c) Members and Associates must pay rent in advance for the coming year, due on 1st October every year. The Committee will collect rents on the first three Sundays in October at the Trading Hut, Crescent Road, London N11 3LA.
- (d) The Association does not refund any fees, subscriptions, rent or water charges for any part of the year when a membership ends, for whatever reason. All shares are forfeited at the end of the tenancy.

IV Management of the Allotments

11 Cultivation

Every member must keep their plot free from weeds, tall grass and rubbish, and maintain it in a proper state of cultivation throughout the year to the satisfaction of the Committee.

12 Fruit trees and bushes

- (a) Members must not plant, or allow to be planted, any shrub or invasive plant eg bamboo, willow, conifers etc. Recognised varieties of fruit trees and bushes for cropping may be planted but must not be allowed to grow taller than 12 feet (3.66 metres) and should be on dwarf root stock.
- (b) Trees and bushes must not be planted within 3 feet (1 metre) of any path, fence, or other boundary and must be pruned to prevent them overhanging a path or another allotment.
- (c) Members must not cut or prune any tree or bush that is not on their plot without the consent of the Committee.

13 Buildings

- (a) Before putting up any structure members must apply for permission from the Association using the Structure Application Form. This form can be downloaded from the Association's website and is available in the Trading Hut. Members must submit the form to a member of the Committee for approval.
- (b) The size and type of structures allowed can be found on the Association's website and at the Trading Hut. Structures of all types may not exceed 20% of area of the plot. Members may only put up sheds or greenhouses which comply with the Association's guidelines on sheds and greenhouses.
- (c) The Committee has a right to take down any structure that was not applied for properly or which does not meet the Association's conditions.

14 Paths, Roads and Fences

- (a) Members must ensure that the paths bordering their plot are at least 2 feet (60 centimetres) wide.
- (b) Members must keep the paths bordering their plots mown and the edge strimmed. No carpet or underlay may be used on paths or any other areas of the allotments.
- (c) Members must keep the roads and paths next to their plot free from any obstructions. They must dispose of their own rubbish and not leave it near any fence, hedge, road or path, or on another member's plot.

15 Chemicals

- (a) Members may only use chemicals sparingly so as not to harm the environment and wildlife. If used, members must follow the manufacturer's instructions. Members must take care when using chemicals that they do not spray or spill on to paths or another member's allotment.
- (b) Where chemicals are used, members must store them safely and label them properly so that help can be given in the event of an accident. Members should never store liquid chemicals in unmarked drinking bottles or containers.
- (c) Chemicals must not be put in the water tanks nor chemical containers rinsed in them.

16 Dogs

Members' dogs are only allowed on the Allotments if they are on a leash. They must not go on to any other member's plot. Dog fouling is not permitted on any part of the Allotments. Members must clean up after their dogs.

17 Trespass and Damage

- (a) Members must not trespass on any other member's plot or damage their produce or property.
- (b) Members must not at any time damage the property of the Association, including the Trading Hut, mowers or strimmers, fences, gates, or gateposts, and water taps, tanks, or pipes.
- (c) Members must not at any time take any produce or property from another member's plot. This is stealing and will not be tolerated.
- (d) Members should report water and tap leakage, broken locks, damaged mowers, damage to fences or property or produce, to the Committee.
- (e) The Committee has the right to refuse admission to any person other than a member of the Association.

18 Parking

Members may only park their own vehicle in the designated car parks during daylight hours and when the member is working on their allotment. Vehicles must not be left on the Allotments overnight.

19 Nuisance

A member must not cause any nuisance or annoyance to other members, or to people living in properties in the neighbourhood of the Allotments. The Committee will not tolerate anti-social, angry or aggressive behaviour on either of the Allotment sites.

20 Members Unable to Work Their Allotment

Members must let the Committee know as soon as possible if they are finding it difficult to work their plot through illness or change in circumstances. The Committee will try and help the member to find a solution. Members may apply for a smaller allotment, if this is appropriate.

21 Gates and Keys

- (a) Except for Sunday mornings, when the gates are unlocked between 10am and 12 noon, members must close and lock the gates to the Allotment sites on entering and leaving the Allotment sites. This is to prevent theft and vandalism.
- (b) Keys are for members' personal use only and must not be given to any other person.
- (c) All keys to the Allotments are the property of the Association and are loaned to members for the term of their tenancy on payment of a key deposit. If a key is lost the member must pay another deposit to get a replacement key. This charge is determined by the Committee. If the tenancy is terminated for any reason keys must be returned to the Association within three weeks. The key deposit will be refunded when the key is returned. If a member fails to return their key, they will lose their deposit.

22 Watering

- (a) Members pay a water rate as part of their rent charge. Water is metered so to keep costs as low as possible, members must water their plot using only watering cans or similar containers.
- (b) Members are not permitted to use any hose pipe or sprinkler from taps or tanks provided by the Association.
- (c) If any hosepipes are found on the Allotments, these will be removed by the Committee and held at the Trading Hut for the member to collect and take home.

23 Visitors

- (a) Members' families and friends are welcome on the Allotments.
- (b) Members must make sure that all visitors obey the Association's terms and conditions while on the Allotments, and especially make sure that no visitors go on another member's plot or touch or take their produce.
- (c) Members are responsible for the safety of their visitors, especially children. They must be supervised at all times, avoid broken glass and chemicals, and must not touch other members' tools, belongings or produce.

24 Livestock and Bees

No livestock, including rabbits and poultry, may be kept on either of the Allotment sites. Bees may only be kept if the Committee has seen evidence that the bee-keeper is a trained and competent bee-keeper (see the Association's website for requirements). The Committee has the right to restrict the overall number of hives allowed on a plot, and on the allotments overall.

25 Health and Safety

The Association is not responsible (except as required by law) for any loss, theft, damage or injury to any persons or property on the Allotments, and everyone who enters the Allotments does so at their own risk.

All members have a responsibility for reducing risks to their own health and safety and the health and safety of other members and visitors to the Allotments by ensuring that:

- (a) tools and hazardous substances are stored safely
- (b) waste is disposed of carefully so as not to attract rats and vermin
- (c) vehicles are parked in designated car parks and care is taken when driving on the allotments
- (d) the 5mph speed limit is followed
- (e) broken glass is disposed of carefully
- (f) asbestos is notified to the Committee and must not be removed except by those authorised by the Committee to do so
- (g) no highly flammable materials or liquids are stored in a shed, including gas canisters.

26 First Aid

First aid kits are available in the Allotments' composting toilets and in the Trading Hut. The Committee will review any accidents occurring on the allotments that are reported to them and decide if changes in practice, management policy or in the terms and conditions need to be made to prevent similar accidents in future.

27 Toilets

Toilets are provided on both sites for members' use. Members must help to keep these clean and tidy. Members must follow the instructions for use posted in the toilets. Children must be supervised when using these toilets.

28 Wildlife on the Allotments

Some wildlife on our sites is protected by law. In most cases the presence of protected species will not affect normal allotment activities. All wild birds and their eggs and nests are protected. All British reptiles are legally protected, including Slow-worms and grass snakes. If found, they must be left alone and not disturbed or harmed.

V Termination of Tenancy

29 Notice

- (a) The Association may give a member 12 months' notice in writing, on or before 6th April or on or after 29th September in any year, if it needs to take over a particular plot.
- (b) A member may give notice to the Association at any time during the year if they wish to give up their allotment.
- (c) The Association has a 38-year lease with the Council. When this ends the tenancy agreements with all the members will end.

30 Death of a Member

- (a) The Committee must be notified of a member's death as soon as possible. The deceased member's family or executors must collect any produce or property left on the allotment within three months. Any property left on the allotment after this time will become the property of the Association. The key deposit held by the Association will be returned to the family or executors on return of the key.
- (b) Membership of the Association and tenancy of an allotment ends upon a member's death.
- (c) When a member dies the allotment or plot cannot be passed on to a family member or Associate or any other person and reverts to the Association.

31 Eviction

The Association has the right to terminate the tenancy of any member with one month's notice for the following reasons:

- (a) The member has not paid their rent and subs for 40 days after 1st October when the rent is due, that is 9th November

- (b) The member's allotment is not cultivated to the satisfaction of the Committee as stated in the Neglected Plots Policy
- (c) The member has not kept to the terms and conditions of the Tenancy Agreement signed by the member.

32 Removal of Property

- (a) When a member's tenancy ends, for any reason, they must clear the allotment of all growing crops, and all other property of any kind, within 14 days after the date their tenancy has formally ended.
- (b) Any property left on the allotment after this time will become the property of the Association. The Committee has the right to dispose of any buildings, structures, or other property, including produce, left on an allotment.

VI Offences, Complaints and Disputes

33 Offences, Complaints and Disputes

If any member is accused of a breach of the terms and conditions of the Tenancy Agreement by another member, the member making the charge must write to the Association with the detail of the offence. All matters involving a breach of terms and conditions of the Tenancy Agreement will be dealt with following principles and process set out in the Association's Committee's Complaints policy.

VII Data Protection

34 Members' information

- (a) The Association stores members' contact details, allotment history and other information relevant to their tenancy and membership of the Association on computer and in paper records.
- (b) To comply with all data protection legislation in force in the UK, this information will be stored securely and used only for the management and administration of the Association. It will not be disclosed to third parties except where the Association is required to do so by law or in compliance with its legal obligations.
- (c) A member may submit a request to view the information held by the Association about them to a member of the Committee.
- (d) Except for what is required for legal purposes, including letters regarding non-cultivation and eviction, information held by the Association about a member will be destroyed when their membership of the Association ends.

VIII Amendment of these Terms and Conditions

Any proposed changes to these terms and conditions will be notified to members for discussion, and agreement at a General Meeting of all members.