

ALLOTMENT TENANCY – TERMS AND CONDITIONS

In these conditions, 'the council' shall mean the Council of the London Borough of Bromley; 'the allotment site' shall mean the site leased by the council to Poverest Allotments Limited at Footbury Hill Road, Orpington BR60HP, 'the allotment garden' shall mean the allotment garden let by the Company to the tenant; and 'the Company' shall mean Poverest Allotments Limited managing the allotment site as lessees of the council.

1.The tenant shall undertake as follows:-

- a) To pay the rent reserved in the tenancy agreement, to such person as shall be appointed by the Company to collect rents, in advance and without deduction otherwise than allowed by statute on or before the 21st November in each year.
- b) To use the allotment garden within the meaning of that expression as defined in section 22(1) of the Allotments Act, 1922 or any amendment thereto and for no other purpose.
- c) To keep the allotment garden free from weeds, clean and well manured and otherwise maintain 75% of the plot in a good state of cultivation and fertility. Plottolders will be given notice of plot inspections. One half in width of any path adjoining the allotment garden, all such paths to be of a minimum width of 0.5 metres (18 inches), and to display clearly and legibly the plot number as stated on the tenancy agreement.
- d) Not to cause or permit any nuisance or annoyance to the occupier of any other allotment garden or to any local resident, not to enter uninvited or allow your children or visitors to enter other people's plots, or to cycle onsite, not to obstruct or encroach on or over any path or roadway set out for the use of the occupiers of the allotment gardens, and to light bonfires only if permitted by the Company and subject to such requirements and restrictions as the Company may impose. Machines may be used on plots between 8.00 and 17.00 Monday to Saturday and between 10.00 and 12.00 on Sundays.
- e) Not without the written consent of the Company to cut or prune any timber or other trees or to take sell or carry away any mineral gravel sand earth or clay, and not to burn or treat with weedkiller or otherwise deface any pathway.
- f) Not without the written consent of the Company to erect any building or structure on the allotment garden, provided that consent shall not be unreasonably be refused under this clause for the erection of a structure used for the storage of tools, or a greenhouse, of a style and maximum size, and in a location, as prescribed by the Company. The tenant shall keep any building or structure on the allotment garden in good and safe repair.
- g) Not to use barbed wire for a fence adjoining any path set out for use of the occupiers of the allotment gardens and not to erect any form of permanent fence around any allotment garden or part thereof .not to bring into the site any tools, knives which are not in compliance with UK law.
- h) Not to deposit or allow persons to deposit on the allotment garden any rubbish, tyres,or discarded building materials or decaying matter (except manure and compost, raised beds materials in such quantities as may be reasonably required for use in cultivation) and not to deposit matter of any sort on any other part of the allotment site (except matter removed from the allotment garden which may be placed in the area or container which may be provided by the Company for that purpose). Plottolders have already been requested to deposit £20 per tyre if they have not removed the tyres, those with tyres on their plots as at December 1, will have their rents increased by £20 per tyre.
- i) Dogs are allowed onsite ONLY if kept on a lead at all times and under control. The keeping of livestock (including chickens and bees) shall be subject to the consent of the Company and to such conditions as the Company may impose.
- j) Not to erect any notice or advertisement on the allotment garden except the garden number as required by clause c), and not to plant or allow to grow on the allotment garden any tree the base of which exceeds 5cm in diameter (with the exception of fruit trees).
- k) Not to assign sublet or otherwise part with possession of the allotment garden or any part thereof without the written consent of the Company.
- l) That the Company shall have the right to refuse admittance to any person other than the tenant or a member of his or her family to the allotment site unless accompanied by the tenant or a member of his or her family.
- m) That in the case of a dispute between the tenant and any other occupier of an allotment garden or between the tenant and the Company the matter shall be referred first to the Company officer responsible for the day to day management of the allotment gardens involved and then to the Management Committee of the Company. If the dispute is not then settled it shall be referred to an arbitration committee, the composition and conduct of which shall be in accordance with the guidance and procedure on conduct, disputes and grievances agreed between Bromley Allotments and Leisure Gardens Limited and the Council. The arbitration committee will have regard to whether that guidance and procedure has been followed by the Company when dealing with the dispute prior to referring it to the arbitration committee.
- n) To inform the Secretary of the Company's Management Committee without delay of any change of the tenant's address.
- o) To yield up the allotment garden at the determination of the tenancy hereby created in such condition as shall be in compliance with the agreements herein contained. The Company may dispose of any building structure or other items left on the allotment garden after one month from the date of determination.

- p) That any authorised officer or agent of the Company or council shall be entitled at any reasonable time to enter and inspect the allotment garden.
 - q) That the tenant shall observe and perform any other special condition which the Company considers necessary to preserve the allotment garden from deterioration or to preserve the amenities of the allotment site and of which notice shall be given to the tenant in accordance with clause 9 of this agreement.
 - r) To lock the gates after entering and leaving the site, ensuring that all the digits of the lock code are changed, and not to enter or attempt to enter the site other than by means of the gates.
 - s) Not to communicate direct with officers or Members of the council or the council's commissioned partners on any matter regarding the allotment garden or site but to address all such communications to the Secretary of the Company's Management Committee or to a Director of the Company.
 - t) To become a Member of the Company as defined in the Company's Articles of Association and to remain a Member during his occupation of the allotment garden and to observe at all times the Rules of the Company.
 - u) Insurance has been arranged to cover the plotholder, family and friends working on the plotholder's plot in his presence subject to certain restrictions.
 - v) New Plotholders as from 1/1/22 will deposit £60 per half plot, this is refundable on giving up the plot in good condition and providing bank account details to enable repayment.
2. The tenancy is subject to the exceptions reservations stipulations and conditions contained in the lease or tenancy under which the Company holds the land.
 3. The Company may, at the Committee meeting held in November, increase or decrease the rental of the allotment garden with effect from the following 1st January.
 4. The tenant shall be entitled to draw water from any mains outlets on the allotment site between 1st April and 30th September in each year (except if the water supply has to be disconnected for repairs) for cultivation of the allotment garden but for no other purpose. The use of hoses for filling auxiliary containers is not permitted. On a trial basis, solar powered timed watering devices can be attached to water butts, such butts to be filled using watering cans. Water tanks have been fitted with covers which should be closed by plotholders prior to walking away from the tank. The Company reserves the right to charge the tenant, in addition to the annual rent, a sum equal to a proper proportion of the water rates paid by the Company in respect of the previous year. Ponds are allowed ONLY if surrounded by a 1 metre high fence with any gate opening inwards as per requirement of our Insurers.
 5. The tenant shall be entitled on determination of the tenancy to recover compensation only under and in accordance with the provisions of the Allotments Acts 1922 and 1950. The Company is to be indemnified against any other claim howsoever arising out of the tenant's use or occupation of the allotment garden and site.
 6. The Company shall be entitled on determination of the tenancy to recover compensation from the tenant in accordance with section 4 of the Allotments Act 1950 in respect of any deterioration of the allotment garden caused by the failure of the tenant to keep it in a good state of fertility and cultivation or to comply with the conditions herein contained.
 7. The tenancy shall determine immediately on the death of the tenant although a new tenancy may be granted to the tenant's next of kin at the Company's discretion.
 8. The tenancy may also be determined in any of the following ways :-
 - 1) By either party giving to the other twelve month's notice in writing to expire on or before the 6th April or on or after 29th September in any year. Any such notice given by the tenant shall be served on the Secretary of the Company.
 - 2) By re-entry by the Company at any time after giving three months' previous notice in writing to the tenant on account of the allotment garden being required for any purpose permitted by the lease or the tenancy under which the Company holds the land.
 - 3) By re-entry by the Company at any time after giving one month's previous notice in writing to the tenant (i) if the rent or any part thereof is in arrear for not less than forty days whether legally demanded or not or (ii) if it appears to the Company that there has been breach of these conditions and at least three months have elapsed since the commencement of the tenancy or (iii) if the tenant shall cease for any reason to be a Member of the Company (iv) the Company may give 30 days notice of termination if the tenant receives weed letters in any 2 consecutive inspection. In the event that a tenant is abusive towards a member of the Committee or uncooperative, the Company may terminate the plotholders tenancy with immediate effect.
 9. Any notice required to be given by the Company to the tenant may be signed on behalf of the Company by such person as shall be authorised to do so by the Company for the time being and may be served on the tenant either personally, by email or by leaving it at his last known place of abode or by ordinary post or by registered post or be letter sent by the recorded delivery service addressed to him there or by fixing the same in some conspicuous manner on the allotment garden comprised herein. Any notice or application for consent required to be given by the tenant to the Company shall be sufficiently given if signed by the tenant and sent by a prepaid post letter or handed to the Secretary of the Company.