

# AGREEMENT

This Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_ 2020

BETWEEN

BROOK FARM ALLOTMENT AND HORTICULTURAL ASSOCIATION –  
Incorporating STANHOPE ROAD ALLOTMENTS

of High Road, Whetstone, London N20 (“the Association”)

and \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ (“The Tenant)

1. In this Agreement “the Conditions” mean the terms and conditions of allotment tenancy as determined from time to time by the Association. A copy of the Conditions current at the commencement of this agreement is attached and has been read by the tenant.

2. The Association agrees to let and the Tenant agrees to take the allotment garden situated

at BROOK FARM (“the Site”) being Plot No ..... in the register of allotment gardens maintained by the Association and containing..... poles or thereabouts from the date of this agreement until first day of January next and thereafter from year to year until the same shall be terminated as set out in the Conditions at a yearly rent inclusive of National and Federation Membership fees, which include Allotment General Insurance (not individual (Tenant), Water and Electricity Charges of £ .....

3. The rents mentioned in 2 above [including the yearly water charge] shall be paid annually within 40 days of the due date of 1 January in each year or from such date as the Society may determine and so in proportion in respect of any period less than a year over which the tenancy may extend.

4. The rents mentioned at 2 above [including the yearly water charge] may in the future be increased or decreased by the Society after giving to the Tenant reasonable notice of its intention so to do.

5. This tenancy is subject to the Conditions and to the Allotments Acts 1908 to 1950.

**6. A deposit is required on issue of a Main Gate Key of £ ..... and is refundable on termination.**

AS WITNESS the hands of the parties hereto the day and year first above written

SIGNED by the Tenant .....

In the presence of witness:

Signature of witness .....

Name and Plot Number .....

SIGNED on behalf of the Association \_\_\_\_\_

Name and Position .....

**Received** ( ) Main Gate key(s) ..... signed

# **BROOK FARM ALLOTMENT & HORTICULTURAL ASSOCIATION**

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

1. In this document, where the circumstances so admit:
  - a) 'the Association' means the Brook Farm Allotment & Horticultural Association (BFAHA) including Stanhope Road Allotments.
  - b) an 'allotment' means any allotment garden rented from the Association
  - c) 'the tenant' means the named current holder(s) of an allotment
  - d) 'the Council' means the London Borough of Barnet
  - e) 'the committee' means the committee of management of the Association.
  - f) 'the site' means one, any or all of the allotment sites managed by the Association .
  - g) the use of the masculine includes the feminine and vice versa; the singular includes the plural and vice versa
  - h) 'rules' are such rules, regulations and directives as may from time to time be drawn up and published by the Association
  
- 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 of their period of tenancy. The allotments are managed according to traditional allotment principles of self-help and mutual support. All members are required to involve themselves in the betterment of their plots and of the allotment fields. The extent to which this is achieved will be a major determinant of the level of annual rent charged.
  
- 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; except that surplus produce may be disposed of for the benefit of all members; or for charity.
  
- 5 Tenants may only use their allotments and sheds 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 to the Treasurer or other person authorised by the Association to receive it, on the days and at the time and place appointed by the Association, whether legally demanded or not.
  
- 7 The Council and the Association, 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 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 or which is available for inspection in the Trading Huts on both Fields.

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 or initiate any action required by the notice.

**10 Tenants must not:**

- a) transfer, assign, sublet, part with possession of, or otherwise deal with the allotment or any part of it or with any interest in it;
- b) grant or purport to grant any right, interest, licence, or easement in or over or under the allotment;
- c) 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;
- d) encroach or trespass, or allow others to trespass, upon another tenant's allotment or encroach onto any path, road or communal space;
- e) 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:**

a) 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;

b) 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;

c) co operate as far as reasonably possible with the Association and its officers in ensuring the efficient, effective and harmonious running of the site;

d) inform the Association immediately of any change in their address, email address, telephone numbers or other contact details.

e) At all times respect the Laws of the land and any regulations imposed by statutory bodies when within the area of the allotment land or when carrying out the Association's business.

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:**

- a) plant, or allow to grow, any hedges or erect any fencing, walls or other barriers around their allotments, the covering over of an allotment is forbidden other than ground cover to suppress weeds. Carpet should not be used;
- b) use barbed or razor wire or the like for any purpose;
- c) 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.

### **17 Bonfires**

a) bonfires may be lit by tenants on their allotments only: or in a place designated by the Association for communal bonfires at specified times.

b) bonfires may be lit on one day of each month during the months July to September, the day to be specified by the Association.

c) bonfires may be lit during daylight hours on any day during the months October to April.

d) bonfires must be kept under control at all times, minimising smoke and fume emissions, and not left unattended, and must be completely extinguished before the tenant leaves the site. No plastic, painted or man-made materials which emit noxious fumes may be burned, nor should any materials be brought from outside the allotments.

### **Sheds and other fixtures**

18 Tenants may erect sheds/greenhouses/polytunnels on their allotments the total area of which must not exceed 20% (one fifth) of the area of the allotment.

These structures must not exceed 2.5 metres in height and must be built and maintained to a reasonable standard. Permission from the Committee is to be granted before construction.

Tenants must not erect any permanent structures on their allotments.

All sheds are to be fitted with a rainwater collection system and tank.

19 Any exposed concrete on the allotment must be confined to the area beneath and immediately surrounding temporary structures.

Concrete may not be used for allotment paths or patios.

Paths within the plot and patios may be surfaced with concrete slabs, in which case the paved area must not in total exceed 10% of the total area of the permitted structures as mentioned at 18 above.

Such paths may also be surfaced with wood chippings, gravel or maintained as mown grass.

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 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 or materials remaining on the allotment and charge the total 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.

### **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 one metre of - nor hang over or encroach upon - roads, paths, fences or neighbouring allotments, and should not exceed five metres in height.

24 All trees must be regularly inspected and safely and properly maintained to the satisfaction of the Association. The Association reserves the right to have trimmed or removed any non-complying trees or bushes and charge the total expense to the tenant.

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

25 Subject to clause 26, tenants must keep in repair, to the satisfaction of the Association, every path or road bordering their allotment, this to include destroying, by the use of weed killer or otherwise, any vegetation growing through any tarmac surface.

Edges of tarmac roadways must be preserved and not undermined by deep cultivation.

Any hedges or verges bordering and forming part of their allotments must be properly cut and trimmed.

26 Where there is a mown grass path between allotments, the tenants of each of those allotments are jointly responsible for maintaining properly, and at a width of no less than 0.75 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. Where plots adjoin a main grass pathway, tenants of adjoining allotments will similarly be jointly responsible for maintenance, to a width laid down by the Association.

17. 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, effective and fair management of the site.

## **Livestock**

### **28 No livestock may be kept, with the exception of bees**

Bees may be kept, but 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:

- a) 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
- b) the beekeeper must be a full member of a recognised beekeeping association with full insurance against third party damages, and must on request present documentation to this effect to the Committee
- c) any bees brought onto the allotment should be healthy and of good temperament and kept that way
- d) the Committee will decide whether hives will be sited on a tenant's plot or on specially designated land.

### **29 Water**

An annual charge for water usage which is included in the annual rent will be made to each tenant. Hand held hosepipes but not sprinklers may be used subject to water company regulations and the Association's rules. Water tanks must not be polluted by washing vegetables or soiled crockery or rinsing chemical containers in them.

## **CARE OF THE SITE**

### **30 Tenants must not:**

- a) remove or carry away or permit to be removed or carried away from the site any clay, soil, mineral, gravel or sand;
- b) dig or permit to be dug any pits, shafts, wells or ditches without prior agreement of the Association;
- c) 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;
- d) 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;

e) 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;

f) interfere in any way with any material, plant, equipment, building or installation owned by the Association or the Council.

### **31 Tenants must:**

a) lock the gates after entering or leaving the site even if they are found to be open or unlocked;

b) 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 and to ask to leave any visitor not complying with the terms of the tenancy;

c) 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;

d) 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 and at all times seek to ensure the integrity of the Association's and of members' property.

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 alarm to any tenant.

### **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 Association 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 thirty first day of December in any year except that the Association 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 except that the tenancy may be terminated sooner by agreement with the Association. In such an event, the allotment must be returned to the Association and may not be passed to a relative or any other person unless the tenancy was held on a joint basis.

### Termination of the tenancy by the Association

36 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:

- a) whose rent is in arrears for forty days or more, whether legally demanded or not, or
- b) 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

### Termination of the Association's tenancy

37 The Association 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 London Borough of Barnet (or its successor) to give up possession or occupation of the land, or any part thereof, of which such allotment forms a part.

38 This tenancy shall terminate forthwith whenever any tenancy or right of occupation of the LBB shall terminate.

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

### **COMPENSATION**

40 Before taking possession of land, every member shall 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.

41 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.

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

### **BREACHES, DISPUTES, COMPLAINTS, APPEALS**

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



44 The Association 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 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.

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 Complaints: a tenant who has a complaint about any matter relating to the allotments should in the first instance attempt to settle the complaint informally. If this is not successful the tenant should file a written complaint with the committee which will deal with it as soon as possible and inform the complainant of their decision.

47 Appeals: any party to a breach or dispute or complaint may appeal against any decision made by the committee under 43-46 above. The appeal shall be made to members of the committee not involved in the original decision who may, at their discretion, decide to set up a panel to enquire into the matter. The decision of the appeal group will be final and the matter closed.

## **LETTERS AND NOTICES**

48 Any letter or notice required to be served under this agreement may be served by hand, by pre-paid post, by suitable electronic means or displayed on an Association notice board:

a) 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;

b) on the Association by addressing it to the secretary for the time being of the Association at the Association's published address for correspondence.

49 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**

50 Updated to incorporate all provisions of the EU General Data Protection Regulations effective from 25May 2018. 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.

Approved – AGM 2018-17 April 2018 /amdt 200618 (amdt 8 December 2020)