|  |
| --- |
| Byng RoadAllotments GroupMember’s HandbookincludingTerms and ConditionsTenancy AgreementandApplication to Erect a Structure2024Updated in May 2024 |

## A diagram of a diagram  Description automatically generated

## Introduction

This booklet has been produced to provide some information and guidance for the tenants of Byng Road allotments. For the allotments to be managed effectively there are rules and regulations that must be observed.

The formal version of these rules, ‘The Terms and Conditions of Allotment Tenancy’, is provided when you sign your tenancy agreement and you agree to abide by them.

**Byng Road Allotments Group (BRAG)**

There have been allotments at Byng Road since 1939. We started as a wartime allotment in the adjacent field, where Noah’s Ark and the Environment Centre are currently located, and in 1947 we became a permanent allotment. In 1952 our allotment moved to its current location at the bottom of Byng Road.

In 2010, the London Borough Barnet offered allotment societies the possibility of leasing their sites from the council. In 2013 we entered into an agreement with the London Borough of Barnet to lease the site at a peppercorn rent for 38 years, commencing July 5th, 2013. You can view the lease on our website: https://byngroadallotments.wordpress.com/useful-documents/

**Allotment Plots**

There are about 90 allotment plots on the site – the number is approximate because from time-to-time new plots are created by halving larger plots or combining smaller plots or by bringing formerly derelict land into cultivation. Our plots are either 2.5 or 5 poles. In 2023, we introduced 3 starter for plots for people on our waiting list to experience allotmenteering and meet other tenants before moving onto a larger plot.

The pole is an ancient unit that is still used to define the areas of allotments because it appears in allotment legislation, such as the Allotment Acts, and in tenancy agreements. Its use is made more confusing by the fact that the word ‘pole’ is used to describe both a length and an area which relate to the ancient measurement methods as below:

22 yards = 1 chain

5.5 yards = 1 rod, pole or perch

30.25 sq yards = 1 square rod, pole or perch

4 poles = 1 chain

40 poles = 1 furlong

One pole is almost exactly 5 metres. A square pole is close to 25 square metres.

##  Plot Numbering

Each plot has a number, which is shown on your tenancy agreement. Please ensure that your plot number is clearly displayed on your plot so it can be easily seen from the path.

**Site Management**

The existing tenancy agreements between tenants and the London Borough of Barnet were transferred to BRAG. While the committee undertakes most of the routine management of the site, it is the group that holds the lease, so all of us are collectively responsible and expected to contribute our time and skills.

We are totally responsible for the management of the site, in conformance with the conditions of the lease. This includes:

* all aspects of the site’s maintenance,
* the letting of allotments,
* the setting and collection of rents and charges,
* the payment of water bills
* ensuring that members abide by the rules and observe the term and conditions of our tenancies.

## Constitution

BRAG has a constitution which was adopted in its present form at the annual general meeting in 2016. You can find a copy on our website (<https://byngroadallotments.wordpress.com/useful-documents/>). Certain parts are required by the terms of our lease and may not be changed. Otherwise, it may be amended by resolution at a general meeting by a two-thirds majority of the votes cast.

**Membership**

Our lease requires all plot holders to be members of BRAG. You become a member of the Byng Road Allotments Group automatically when you sign your tenancy agreement.

**General Meetings**

The constitution requires that an annual general meeting (AGM) must be held once a year. The committee may organise additional meetings (EGMs) at other times and members may request one if there are matters, they think require urgent discussion. How to go about this is explained in the constitution (https://byngroadallotments.wordpress.com/useful-documents/)

**The BRAG Committee**

The routine management of the site is undertaken by a committee, eight of whose members are elected annually at the AGM. In addition, up to two further members may be co-opted. The committee officers are chosen by the committee at its first meeting after the AGM and usually include a chair, treasurer, secretary, lettings secretary, technical manager, website editor, social secretary, along with additional roles, which the committee considers are needed from time to time.

The committee meets regularly throughout the year; the constitution requires at least two committee meetings a year. The minutes of these meetings can be requested by emailing us.

A list of members can be found on our website (<https://byngroadallotments.wordpress.com/committee/>) and noticeboard. If you have questions, suggestions, problems, etc., please email: byngroadallotments@gmail.com or drop a letter in the letterbox in our noticeboard in the main entrance at Byng Road.

**Participation of Members**

Now that the group manages the site, it is vital that all members play a part in this and do not expect the committee members to do it all. In fact, the terms and conditions of your tenancy include a specific requirement that you contribute some of your time and effort to assist with the running and management of the site. The committee needs help with tasks such as

* keeping the common parts, such as the roads, wide grass paths and boundaries tidy and free of litter,
* organising the delivery of materials such compost,
* maintenance of buildings, fences, and roads,
* taking part in working parties,
* organising social events

If asked, please be prepared to offer some of your time and skills for the benefit of all. It need only be a few hours a year, but it makes a great difference. If there is a particular activity with which you would like to be involved, then please let the committee know.

**Records and Data Protection**

Our Data Controller is our Treasurer, Nick Mackley and our current Privacy Policy is on our website: (<https://byngroadallotments.wordpress.com/useful-documents/>).

We store information about members on paper and electronically. Our records contain information for the management of the site and contact details. They include names, dates of birth, addresses, telephone numbers, and email addresses, together with the numbers of the plots rented. Our data will not be shared outside the committee without your consent. You are welcome to see the information that we have about you by emailing the committee: - byngroadallotments@gmail.com.

It is important that our information is kept up-to-date, and it is your responsibility to inform the committee of any changes to your contact details, so that we can continue to communicate with you.

**Communication with Members**

Communication between the committee and the tenants is essential. We use various means, primarily emails. Please let the committee know if you are not receiving emails from the committee. If you want to send emails to us, our email address is byngroadallotments@gmail.com.

**Comments and Complaints**

If you have a comment that you would like to bring to the committee’s attention, please email byngroadallotments@gmail.com. Alternatively, you can put it in writing and hand it to a committee member or drop it in the letterbox at the noticeboard. Our current Complaints Policy is on our website: <https://byngroadallotments.wordpress.com/useful-documents/>. All comments and complaints will be treated in confidence.

**Affiliated Organisations**

We subscribe to the following organisations which are included in your rent notice:

* **Barnet Allotment Federation (BAF)** (https://www.barnetallotments.org.uk)

Formally known as the Barnet Horticulture and Allotments Society.

Together with other allotment societies in the London Borough of Barnet, we are a member of the Barnet Allotment Federation. BAF provides support between societies, and it represents all allotments in dealings with the London Borough of Barnet – most notably negotiations when we became self-management. It has many advisory documents for societies on its website.

* **The Allotments and Garden Council UK** (<http://www.theallotmentsandgardencounciluk.org.uk>)

A national body providing information, insurance, and legal advice for the management of an allotment.

**Lettings**

When someone applies for an allotment plot, their name is added to the end of our waiting list. Our lease requires preference to Barnet residents and so we maintain two lists; one for applicants who live in the London Borough of Barnet and another for those who live outside the borough.

When the committee agrees to letting a plot, the new tenant is sent:

* two copies of a Tenancy Agreement;
* the Terms and Conditions of allotment tenancy;
* a rent invoice.

One completed copy of the Tenancy Agreement must be returned to the Lettings Secretary and the other kept by the tenant.

New tenants are provided with a key to the padlocks on the main and side gates. There is a refundable deposit, that must be paid before entering the allotment. The keys must not be copied without our consent, and if you need additional or replacement keys you must apply to the Lettings Secretary.

If existing tenants would like additional plots, they can add their name to the waiting list. Each tenant may rent up to 20 poles with a limit of 40 poles per household. However, this will depend on the demand for plots: when the demand is high, the committee will restrict members to a maximum of 10 poles only.

If you decide to relinquish your plot, please let the committee know as soon as possible. The plot should be left in a tidy state with all rubbish removed.

**Rents and Charges**

Each year you must pay rent for your plot together with charges for water supply, insurance and subscriptions. There is an additional charge if you choose to use a hosepipe for watering your plot.

Tenants on Low Income Benefits and state pension age (currently 66 years old) are entitled to a 40% discount for the rental element. The rent and other charges are payable one year in advance.

The start of the rental year is 1 April, and you will be sent a rent notice before this date, detailing the annual amount due and methods of payment. You may also be asked to provide proof of entitlement if you are applying for one of the discounts. If the rent is not paid by within 40 days, you will be given one month’s notice to vacate your plot.

Rents are reviewed annually by the committee and increases are based on running costs and water usage. The increase in the rent shall not exceed 5%, or the Retail Price Index (RPI) rate - whichever is greater. Increases beyond this amount requires the approval of members by ballot.

**Water**

Do not waste water – it is a precious resource that we are charged for. If possible, water in the evening or early morning when the water will soak in rather than evaporate.

The water from our taps is safe for drinking. Water is available from April until October and is turned off from October to April to prevent the water pipes from freezing and bursting during winter.

The water tanks are for dipping water cans and should be refilled after each use. Do not add any chemicals in the water tanks.

The use of handheld hosepipes is permitted if you have paid the additional annual charge - unless a hosepipe ban is in operation. You must not leave a hose unattended or use sprinklers or similar systems.

Please fill the tank before you start using a hose so that others can fill their watering cans; and disconnect your hose when you have finished. Please stop using your hose after 15 minutes if someone else is waiting for the tap.

If you come across any leaking or broken taps, please notify the committee immediately.

**Security**

The committee will do what we can to protect the site from intruders by maintaining the boundary fences. If you find breaches in, or damage to the fences, please let a committee member know immediately.

It is essential that the external gates to the site are kept always locked, which means that if you find a gate open, and there is no sign of anyone coming or going, you must lock it.

The inner gates must also be locked unless you are certain that any remaining people on site will be leaving by the main gate.

Do not admit members of the public to the site, unless you are sure they are coming to visit a tenant who is already on the site. Visitors should be met at the gate by the person they are visiting.

If you see anyone acting suspiciously, you should challenge their right to be on the site, if it is safe to do so, and/or call the police. It may also be useful to film or photograph any suspicious activity.

Members are responsible for the security of their own tools and equipment.

**Insurance**

BRAG has £5m public liability insurance (a requirement of the lease) to cover against claims brought by third parties for bodily injury and property damage. BRAG also holds £10m employers liability to cover against claims from employees, sub contractors and volunteers.

**First Aid and Emergencies**

A first aid box is kept by the notice board by the main entrance. If you have used the first aid box please notify the committee supplies can be replenished.

**Cultivation**

Our lease defines an *‘allotment garden’* as *‘wholly or mainly cultivated by the occupier for the production of vegetables or fruit crops for consumption by himself/herself and his/her family’*. Therefore, the growing of fruit and vegetables is the main purpose. The plot may not be used to store rubbish or materials unrelated to the cultivation of the plot or have large grassy areas.

It also means that you (and a joint tenant if there is one) are expected to undertake most of the work, but family and friends may assist you. If you are not well enough to manage the plot, friends or other tenants may temporarily cultivate your plot providing that the committee is notified. However, it is unacceptable for the plot to be mainly cultivated by someone other than yourself. If you are found to be sub-letting your plot, your tenancy will be terminated.

Our lease also states thattenantsmust keep their allotments*“reasonably tidy and clear of weeds and rubbish and reasonably well and properly cultivated and maintained”.* This may be interpreted in various ways and if you look around the site, you will find that there are almost as many different styles of cultivation as there are plots. It is not necessary to maintain strictly regimented rows of vegetables.

It is important that your plot is cultivated in a way that does not interfere with the enjoyment of neighboring tenants. Key elements include:

* + Removal of weed seed-heads, before the seed has set;
	+ Control of pernicious weeds, such as those that spread through the extension of roots or by generating new plants from growing tips in contact with the soil;
	+ Removal of long grass or detritus that is likely to harbor slugs and snails which might migrate onto a neighboring plot;
	+ Maintaining structures in good order;
	+ Not allowing trees to exceed the maximum height or planting them too close to the boundary (see below);
	+ Keeping paths free of hazards and obstructions, including overhanging branches, and ensuring grass paths are trimmed.

**Sale of Produce**

Our lease, which complies with the Allotments Acts 1908 to 1950, does not allow the sale of any produce you grow or carry out any business from your plot. We are allowed to have plant and produce sales on open days to raise money for our funds or charities.

**Trees**

You may plant only fruit bearing trees. They may not be planted within two metres of roads or paths. They must be kept pruned so they do not exceed 4 metres in height and do not overhang on paths and roadways.

You should also think of your neighbours when planting fruit trees and try to ensure that they are located where they will cast the least shade on their plots.

Native tree seedlings that appear on your plot must be removed immediately. Our lease requires us to regularly inspect and maintain all trees on the site. If trees are not managed adequately this could become costly for us.

**Paths**

The responsibility for maintaining the paths between plots lies with the neighbouring plotholders.

They must be kept clear at all times by tenants, and so you must not create safety hazards for others by littering paths with debris such as canes, broken glass, metal spikes etc. You must ensure that overhanging branches and bushes are cut back as necessary.

Paths must not be concreted, though concrete slabs are permitted. If the path is of grass, it must be regularly mown.

The minimum width of paths between plots is 0.5 metre (20 inches), to allow the passage of a wheelbarrow.

**Boundary Hedges**

Natural hedging along the boundary is encouraged for both security and wildlife. Tenants with a boundary plot are expected to maintain their section of hedge.

**Sheds and Other Structures**

Only temporary structures, that can be dismantled and removed easily, may be erected on our allotment.

One shed and one greenhouse/polytunnel may be built on each plot. Before erecting any structure you must complete a ‘Structure Application Form’ found on our website: <https://byngroadallotments.wordpress.com/useful-documents/>and you can only proceed once you have received approval from the committee. Requirements for structures are as follows:

* The maximum size for greenhouses and sheds (including verandas etc.) is 2.4m (8ft) long x 1.8m (6ft) wide x 2.5m high;
* Polytunnels may be larger than this but the floor area of all structures on the plot must not exceed 20% of the total plot size;
* Structures must be constructed using appropriate materials. The structure should be sound and safe and the finish must be in keeping with the surroundings;
* Sheds and greenhouses must be erected on a firm level base, but not concreted in;
* All structures must be sited to cast the least amount of shade on neighbouring plots. They must be at least 0.5m away from paths and 1 metre from roadways;
* Sheds should be placed on the site boundary wherever possible.­­­­­­­­

It is the responsibility of the plotholder to secure the contents of their shed. BRAG takes no responsibility for any damage or loss. Structures should be removed on termination of your tenancy or donated to BRAG. The committee reserves the right to remove or have removed any structure.

**Bonfires**

Bonfires are permitted at the following times:

* October to April: any time.
* May to September: not permitted.

Plant material and any old timber accumulated on your plot may be burnt at our allotment. Other materials such as plastic or rubber create toxic fumes and poison the soil so must never be burnt.

Never leave a bonfire burning unattended and do not leave the site until it is out. Do not use petrol or similar on bonfires and keep a bucket of water or a hose nearby in case it gets out of control.

Under the Environmental Protection Act 1990, it is an offence to emit smoke, fumes or gases which are a nuisance.

**Compost**

From time to time, the committee arranges for the delivery of compost. The compost is in high demand and may be rationed to ensure that all members receive some compost. – for example: one wheelbarrow per pole.

Please wear gloves when handling the compost and wash your hands immediately afterwards.

**Rubbish**

Please resist the temptation to use your plot as a place to store things that might be useful one day or which might, more accurately, be described as rubbish. It is your responsibility as a tenant to take all rubbish off the site and you may be charged for its removal.

**Machinery**

Machinery, such as strimmers, rotavators and mowers should be used with appropriate personal safety equipment and with consideration for the safety of others. They must not be left running unattended. It is the responsibility of the tenant using the machinery to ensure their and other tenants’ safety.

**Chemicals**

Be considerate when using chemicals such as pesticides, herbicides and fungicides as many tenants use organic methods. Chemicals have potentially toxic and harmful effects on people and wildlife. Only non-residual contact weedkillers should be used. Observe the instructions on the packaging carefully and take any appropriate safety precautions. It is the responsibility of the user to ensure their, other tenants and surrounding areas remain safe. Do not spray when it is windy, on crops that are likely to be visited by bees, or near ponds.

**Asbestos**

Asbestos-based products (such as sheds, boards and containers) are not permitted on the site and no such product should be brought into our allotment. Where asbestos items, such as shed roof sheets, already exist on a plot and are in a reasonable condition, they can be left in place, but they will need to be removed if the condition of the material deteriorates. Never break up asbestos sheets. Anyone unearthing suspect material must contact a committee member.

**Other Hazardous Materials**

Any flammable liquids or gas cylinders must not be stored at our allotment. Petrol for machinery and camping gas stoves may be used on the site but must taken away at the end of each visit.

**Livestock**

Keeping any livestock on the site, including chickens, rabbits, goats and other such animals is not permitted.

**Beekeeping**

Bees may be kept, but the committee must first be satisfied that the beekeeper is suitably qualified to care for them and that the following conditions will be satisfied:

* The beekeeper should have undertaken a recognised course of at least one year’s duration, covering both theoretical and practical hands on training to a good level of competence.
* They must be a full member of a beekeeping association with full insurance against third party damages.
* Any bees brought onto the allotment should be of good temperament and kept that way.

If the bees should become a problem or nuisance by interfering with other allotment holders and the matter is not addressed quickly, the committee will require the bees be removed or destroyed.

Please contact the committee if you are interested in the possibility of keeping bees so a suitable site for hives can be investigated.

**Plot Inspections**

Members of the committee regularly inspect all the plots to decide whether a reasonable effort has been made to cultivate them, and the rules on paths, trees, sheds, etc. are being followed. If rules have not been observed, you will be sent a written warning.

If a follow-up inspection shows that no real improvement has been made, the committee will terminate your tenancy. In addition, we may charge you for any expenditure incurred in restoring the plot to a lettable condition, including the cost of removal of rubbish.

If there are any reasons why your plot has not been cultivated, such as illness, you should notify the committees.

**Behaviour**

Members should feel able to cultivate their plots without being disturbed or threatened by other members. Racist, sexist, or other discriminatory language or practices on the site will not be tolerated, nor the use of violence or threatening behaviour. Serious or repeated incidents may lead to the termination of your tenancy. Incidents should be reported immediately to the committee in writing, with witnesses and videos wherever possible.

While there is no restriction on the drinking of alcohol, anyone found acting in a drunk and disorderly manner may be asked to leave. The cultivation or use of illegal drugs on site is not permitted.

The use of radios is permitted if you are not disturbing your neighbours. You should be prepared to reduce the volume if a neighbour requests*.*

**Vehicles**

Vehicles may be driven only on asphalted roads and the car parks. There is a speed limit of 5 mph (walking pace) on all roads within the site. You must take extra care when passing pedestrians and children. Please drive in the centre of roadways to avoid unnecessary wear to the edges of the tarmac.

**Visitors**

Friends and relatives are welcome to visit the site and they must be accompanied by the tenant. – Please notify the committee if a friend is going to look after your plot if you are temporarily unable to cultivate, for example when you are on holiday.

**Children**

Children are encouraged to help at the allotment to experience the pleasures involved in growing food. Allotments can be dangerous places and so children must be always supervised by parent/s or guardian/s. It is also the responsibility of the parent/s or guardian/s to ensure they are safe, are not a nuisance to other tenants or stray onto other plots.

**Dogs**

You may bring dogs onto the site, but they must be under control at all times. They must be kept on a lead and ensure that they stay on your plot. Any fouling must be cleared up immediately and taken off site for disposal.

**Byng Road Allotments Group**

**Terms and Conditions of Allotment Tenancy**

Adopted by the members of BRAG at the EGM held on 2 October 2016

1. In this document, where the circumstances so admit:
* ‘the Society’ means the Byng Road Allotments Group.
* 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 Byng Road, Barnet.
* the use of the masculine includes the feminine and vice versa; the singular includes the plural and vice versa.
1. Where an allotment is let to two or more tenants the terms and conditions in this document apply to each of them.

**General**

1. Tenants are required to be members of the Society for the whole of their period of tenancy.
2. 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.
3. 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.
4. 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 Society - to the secretary or other person authorised by the Society to receive it, whether legally demanded or not.
5. 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.
6. 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).
7. 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.
8. 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, license, 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 Society, 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 Society.
1. 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;
* 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.
1. 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.
2. 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**

1. 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.
2. 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.
1. 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.
2. The Allotments Act (1922) define an ‘allotment garden’ as “not exceeding 20 poles which is wholly or mainly cultivated by the tenant for the production of **vegetables or fruit crops** for consumption by [themselves] and [their] family”. Therefore, you (and a joint tenant if there is one) are expected to undertake most of the work. If you are not well enough to manage the plot, friends or other tenants may temporarily look after it, providing that the committee is notified of who is looking after your plot and for how long. However, if your plot is being cultivated by someone other than the tenant/s, i.e. subletting, you risk having your tenancy terminated. See Point 10.

If you need assistance in cultivating your plot you may enlist a ‘helper’ and you must inform the committee. A helper is not entitled to any tenancy of the plot, either as a co-tenant or tenant.

Ultimately, the responsibility of maintaining a cultivated plot remains with the tenant/s and if the plot does not meet the required standards, it will be re-let to the next person on the waiting list.

**Bonfires**

1. Bonfires may be lit by tenants on their allotments only:
* at any time on any day during the months October to April and
* not at all during the months May to September.
* 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**

1. 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.

1. No part of the allotment may be concreted although concrete flags may be laid on sand for bases of structures and paths and may not exceed 10% of the area of the allotment.
2. 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.
3. 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**

1. 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.
2. Fruit trees and bushes must not be planted within 2 metres of - nor hang over or encroach upon - roads, paths, fences or neighbouring allotments, and should not exceed 4 metres in height.
3. All trees must be regularly inspected and properly maintained to the satisfaction of the Society.

**Paths, Roads and Boundaries**

1. 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.
2. 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.
3. 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**

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

**Keeping Bees**

28a Bees may be kept, but the Society 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 of at least one or two years duration, covering both theoretical and practical hands on training, to 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.

**Water**

1. 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.

**Care of the site**

1. 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;
* 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 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;
* interfere in any way with any material, plant, equipment, building or installation owned by the Society or the Council.
1. 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.
1. Dogs must be kept under close control while on the site. They must not be allowed to foul or cause damage to any allotment.

**TERMINATION OF TENANCY**

1. 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.
2. 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.
3. In the event of the death of the tenant, the tenancy shall terminateat the end of the rent year after the date of death except that the tenancy may be terminated sooner by agreement with the Society.

**Termination of the Tenancy by the Society**

1. 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
* 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 Society’s Tenancy**

1. 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.
2. This tenancy shall terminate forthwith whenever any tenancy or right of occupation of the Council shall terminate.
3. 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.

**COMPENSATION**

1. 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.
2. 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.
3. 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**

1. **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.
2. 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 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 society or (c) assaulting or threatening any person on the site.
3. **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.
4. **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.

**LETTERS AND NOTICES**

1. 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;
* on the Society by addressing it to the secretary for the time being of the society at the Society’s published address for correspondence.
1. 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.

**DATA PROTECTION**

1. 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/her on request.

**Byng Road Allotments Group Tenancy Agreement**

This Agreement is made on the Click or tap here to enter text. day Click or tap here to enter text. of **2024** [*date of signing].*

Between the BYNG ROAD ALLOTMENTS GROUP of Byng Road, Barnet (“the Society”)

And ­­­­­­­­­­­­­­­Click or tap here to enter text. [*tenant’s name] (*“the Tenant”).

of Click or tap here to enter text. *[tenant’s address].*

1. In this Agreement “the Conditions” mean the terms and conditions of allotment tenancy as determined from time to time by the Society. A copy of the Conditions current at the commencement of this agreement is attached and has been read by the tenant.
2. The Society agrees to let and the Tenant agrees to take the allotment garden situated at Byng Road (“the Site”) being Plot No Click or tap here to enter text.in the register of allotment gardens maintained by the Society and containing Click or tap here to enter text. poles or thereabouts from the date of this agreement until first day of April next and thereafter from year to year until the same shall be terminated as set out in the Conditions at a yearly rent of *£9.80 per pole* and by way of further rent a yearly water charge of *£2 per pole* with an optional charge for hosepipe usage *(£2 per pole)*. \*
3. The rents mentioned in 2 above [including the yearly water charge] shall be paid annually in advance on the first day of Aprilin 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 2 months notice in writing of its intention so to do.
5. This tenancy is subject to the Conditions and to the Allotments Acts 1908 to 1950.
6. This agreement is subject to a 3 month probationary period. During this time, you will be required to demonstrate your suitability in maintaining the plot in a proper state of cultivation to the satisfaction of the Society. The Society may terminate this tenancy at any time during or at the end of the probationary period if the conditions are not met.

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

|  |  |
| --- | --- |
| SIGNED by the Tenant |  |
|  |  |
| In the presence of a WITNESS |  |
| Signature of Witness |  |
| Name and Address of Witness |  |
|  |  |
|  |  |
|  |  |
| SIGNED on behalf of BRAG Committee |  |
| Name and Position |  |
|  |  |

\* The yearly rent is required by statute to be what a tenant might reasonably be expected to pay for the allotment garden on the terms on which he/she is getting it.

# Byng Road Allotments Group

## Application to Erect a Structure on your Plot.

This form must be completed by you and signed by a member of the committee before you start erecting your shed, greenhouse or polytunnel. Please ensure you keep to the guidelines found in the Member’s Handbook and seek help from a committee member if you so wish.

**1. Your details**

|  |  |
| --- | --- |
| Name |  |
| Plot number |  |
| Phone number  |  |
| Email address |  |

**2. Type of structure** (tick appropriate box)

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Shed |  |  | Greenhouse |  |  | Polytunnel |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **3. Construction** | Manufactured |  | Self Build |  |

**4. Dimensions**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Length |  | Width |  | Height (max) |  |

**5. Materials** to be used: Click or tap here to enter text.

**6. Date** when you wish to start the construction: Click or tap here to enter text.

**7. Location** Please draw a simple sketch on the back of this form showing where the structure will be positioned on your plot. Include the position of any doors.

**Declaration: I have read and accept the Rules for structures found in the Member’s Handbook.**

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Click or tap here to enter text.

*Date received by the committee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Signature of committee member who approves this application \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Name* Click or tap here to enter text. *Date* Click or tap here to enter text.

*[ Please email your application form to:* byngroadallotments@gmail.com ]