



HALLIWICK PARK ALLOTMENT



HOLDER'S ASSOCIATION LTD

Terms and Conditions of Allotment Tenancy

Trott Road, Muswell Hill, London, N10

Last updated 19/12/2019

Terms and Conditions of Allotment Tenancy

I ADMINISTRATION

1. Interpretations

- a) "The Committee" means the committee of Management of the Association elected at the Annual General Meeting or otherwise appointed in accordance with the registered rules of the Association.
- b) When the circumstances so admit the term "Allotment" shall be held to refer to any holding or garden rented from the Association.
- c) "The Rules" mean the registered rules of the Association.
- d) "Tenant" means the named current holder(s) of an allotment.

2. Powers of the Committee. The general management of the allotments shall be vested solely in the Committee. Should any matters arise which are not specifically provided for in any agreement for the time being in force between the Association and a tenant or in the rules of the Association or these bylaws The Committee shall have power to deal with such matters in the best interest of the all the allotment holders and members shall be bound by their decision.

3. Subcommittees. The committee of Management may delegate any powers which may properly be delegated, to subcommittees or the secretary in writing.

4. Change of address. Any member changing his address shall at once notify the Secretary in writing.

II LETTING OF THE LAND

5. Approved Applicants. Allotments shall be let only to members of the Association and to those whose applications are approved by the Committee. The Committee shall have the right to refuse any applications without stating the reason and shall also have the right to make special applications in regard to tenancy.

6. Subletting. No tenant shall sublet their allotment or any part thereof to any other member or person without permission.

7. Right of Entry. The Association or its accredited representatives shall be entitled at any time to enter and inspect any allotment and to carry out any works or repairs required by the association or Committee.

8. Condition of Head Lease. Every tenant shall observe and perform within conditions and covenants contained in the lease under which the Association holds the land. No tenant shall without the written consent of the Association cut or prune any trees (except fruit trees) or take, sell or carry away any mineral, gravel, sand or clay or plant any tree (except fruit trees) from the land that is not from their tenancy.

III RENT

9. Payment of Rent. Before taking possession, every tenant must understand that their rent is payable in advance, on the first of January to 28 days thereafter, on the days and at the time and place appointed by the Committee, to the Secretary or person authorised to receive it.

10. Removal of Cropping. No tenant in arrear with their rent shall be allowed to remove from their allotment any crops growing thereon, implements, stock or other property whatsoever until full payment has been made.

IV MANAGEMENT OF THE GARDENS

11. Cultivation. Every member shall keep their allotment free from weeds and well manured and otherwise maintain it in a proper state of cultivation to the satisfaction of the Committee and so kept and maintained leave it at the termination of their tenancy.

12. Fruit Trees. Fruit bushes must not hang over the roads or adjoining allotment. They must be planted not less than the following distances from adjoining allotments: gooseberry, currant and other bush fruit, 3 feet. Only bush trees allowed.

13. Building and Wells. Members shall not put up any buildings or erections without the written consent of the Association and only then in accordance with plans which have been approved by the Committee. Wells or water holes must be protected to the satisfaction of the Committee and must be removed at the end of the lease.

14. General Upkeep and Maintenance. A member shall deem it their responsibly to see that no damage or alteration is caused to any roads, fences, hedges, which forms the boundaries, diversions, or main access to and from the tem Allotment site for which the Association are responsible to the Council. The member should however, keep trimmed only any hedge bordering or overhanging the member Allotment.

All paths, roads, grass verges, or banks bordering or forming part of a member's allotment shall be kept properly cut and maintained by the member and all ditches are to be kept, cleared out and in working order. Paths and roads must not be obstructed and any manure or refuse put thereon must be removed within 48 hours of it being so placed.

Paths bordering allotments are to be no less 18" wide and no greater than 24".

A member must remove all weeds, noxious or otherwise as speedily as possible from their allotment and verges, banks, road etc. that may adjoin. If weeds are allowed to seed the Committee have the power to take what disciplinary action is deemed necessary.

15. Nuisances. A member shall not cause any nuisance or annoyance to the tenant of any other allotment or to the neighbourhood. No poultry, pigs, pigeons or other animals or birds shall be kept on the allotments. Visitors and/or dogs visiting must be kept under proper control at all times.

16. Encroachment, Trespass and Damage. No encroachment or trespass shall be made by any tenant on their neighbours allotment and no damage shall be done by any tenant to the fences, gates, locks or to the cropping on any of the allotments. Any damage done either by a member or person accompanying them shall be assessed by the Committee and the offender shall pay such sum to the tenant who has suffered the damage or to the Association as the Committee may determine. The Committee shall have the right to refuse admission to any person other than a tenant of the Association to any garden uncles accompanied by the tenant member.

17. Security. Plot holders must see that Gates are closed and locked immediately after entry or departure, to and from the allotment site. This is essential in the interests of the safety and security of all members.

18 Tenants unable to work. The Committee may arrange for the acre of the allotment of any member who, through ill health or other causes is unable to

work, or may arrange to re-let the plot. Compensation, if necessary to be paid, also charges for work done. It is in the member's own interests that they advise the Secretary as soon as possible that they are incapacitated and will be temporarily or permanently unable to work their plot.

19. Surplus Land. Any surplus land not required for allotments maybe cultivated by the Committee for the benefit of the Association.

V TERMINATION OF TENANCY

20. Notice. The Association or the tenant may at any time determine the tenancy by six calendar months, written notice to the Committee.

21. Changes of Tenancy. The Committee may agree to relieve any tenant who desires to give up his allotment at a shorter notice then required in the preceding by-law if there is another approved applicant available who is willing to take over the allotment.

22. Determination of Association's Tenancy. The Association may determine the tenancy of any allotment without notice if it shall at any time without previous notice be required by any superior landlord to give up possession of the land(or any part thereof) of which such allotment forms a part.

23. Determination of the Tenancies by the Association. The Association shall have the right immediately to re-enter and take possession of the allotment and to terminate the tenancy of any tenant, the payment of whose rent is in arrear for forty days, whether legally demanded or not, who does not keep their allotment cultivated to the satisfaction of the Committee or on breach of any of the tenants agreements and to re-let the allotment.

24. Removal of Property. Upon the determination of the tenancy of an allotment the tenant shall if required to do by the Committee, remove from the allotment all growing crops, fruit trees, bushes, buildings, stock and other property of any kind within fourteen days of such determination and they shall make good any defect to the allotment caused by such removal and in case default shall be made by the tenant the Association may remove such crops, tress, bushes, building, stock or other property and charge the expenses of such removal and defect to the tenant, who shall upon demand pay to the Association the amount of such damage and expenses.

VI COMPENSATION

25. Charges Before taking possession of land every member shall pay to the Association or to the outgoing tenant (whichever may be agreed) any charges due in respect of ingoing, compensation, adaption or other matters.

26. Onward Selling The allotment is not to be considered to be let or treated as a market garden within the meaning of the Agricultural Holdings Act, 1908.

V11 OFFENCES, DISPUTES, ETC

27. Offences In the case of any member charged with an offence such charge must be sent to the Secretary in writing, who shall at the earliest convenience call a meeting of the Committee to deal with it. The Committee shall have power to take such steps as they consider necessary. An appeal from the decision of the Committee may be granted to the Annual or a Special General Meeting Upon Witten application signed by not less than ten members.

28. Disputes Cases of disputes between two or more members shall be referred to the Committee, whose decision shall be final.

29. Amendment to By-laws (a) No amendment of these By-laws shall take effect until it has been sanctioned by a General Meeting of the members due notice of the proposed amendment being given in the notice convening the meeting.

30. Irrigation (a) Hoses may be used to water crops they must be hand held at all times and not fixed to trees or forks etc, or left lying on the ground while the while still running, any member found doing so will be reported to the Committee, any further reports of this offence will result in the termination of their tenancy.

(b) Sprinklers. No sprinklers of any kind are permitted, all hoses must be disconnected from the tap when not in use, if any member leaves the site and fails to remove a hose from the tap any Committee member has the authority to cut the connector from the tap and remove it.

31) Paving Once paving stones have been laid on a plot to form a patio area or as a path they must remain in situ and will not be removed by either the outgoing tenant or by any other member.

32) Use of Labour Any member employing labour to work their plot must be in attendance at all times and must not supply keys to non-members to allow access to the site.

33) Working Parties There will be two working parties each year to clean the site, all members are required to attend at least one any member failing to do so will be liable for a fine.

Data Protection

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 its sites 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.