



Allotment Tenancy – Terms and Conditions

In these conditions “the council” shall mean the Council of the London Borough of Bromley, “the allotment garden” shall mean the allotment garden let by the Association to the tenant, and the “Association” shall mean the Bromley Common Allotment Garden Association 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 Association to collect rents, in advance and without deduction otherwise than allowed by statute on 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 other otherwise maintain it in a good state of cultivation and fertility. Also to keep in safe condition and good appearance one half in width of any path adjoining the allotment garden, all such paths to be 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 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 Association and subject to such requirements and restrictions as the Association may impose.
- e) Not without the written consent of the Association 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 Association to erect any building or structure on the allotment garden, provided that consent shall not be unreasonably 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 Association. 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 the use of occupiers of the allotment gardens and not to erect any form of permanent fence around any allotment garden or part thereof.
- h) Not to deposit or allow persons to deposit on the allotment garden any rubbish or decaying matter (except manure and compost 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 Association for that purpose).
- i) Not to bring or cause to be brought into the allotment site any dog (with the exception of a guide dog accompanying a blind person). The keeping of livestock (including chickens and bees) shall be subject to the consent of the Association and to such conditions as the Association 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 Association.
 - l) That the Association 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 Association the matter shall be referred first to the Association officer responsible for the day to day management of the allotment gardens involved and then to the Committee of the Association. 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 Federation and the council. The arbitration committee will have regard to whether that guidance and procedure has been followed by the Association when dealing with the dispute prior to referring it to the arbitration committee.
 - n) To inform the Secretary of the Association without delay of any change of the tenant's address.
 - o) To yield up to 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 Association 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 Association 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 Association 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 and not to enter or attempt to enter the site otherwise than by means of the gates.
 - s) Not to communicate direct with the council on any matter regarding the allotment garden or site but to address all such communications to the Secretary of the Association.
 - t) To accept membership of the Association and to remain a member during his occupation of the allotment garden and to observe at all times the rules of the Association.
2. The tenancy is subject to the exceptions reservations stipulations and conditions contained in the lease or tenancy under which the Association holds the land.
 3. The Association may at any time upon giving the tenant not less than twelve months' notice in writing before the 21st November in any year increase or decrease the rental of the allotment garden with effect from the said 21st November.
 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 any purpose, including the filling of auxiliary containers, shall be only as permitted by the Association. The Association 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 Association in respect of the previous year.
 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 Association 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 Association 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 Association's discretion
8. The tenancy may also be determined in any of the following manners:-
 - 1) By either party giving to the other twelve months' notice in writing to expire on or before the 6th April or on or after the 29th September in any year. Any such notice given by the tenant shall be served on the Secretary of the Association.
 - 2) By re-entry by the Association 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 Association holds the land
 - 3) By re-entry by the Association at any time after giving one months' 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 Association that there has been breach of the conditions and agreements on the part of the tenant contained and provided that if such breach be of the conditions or rules affecting the cultivation of the allotment gardens 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 Association.
9. Any notice required to be given by the Association to the tenant may be signed on behalf of the Association by the Secretary of the Association for the time being and may be served on the tenant either personally or by leaving it at his last known place of abode or by ordinary post or by registered post or by 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 Association shall be sufficiently given if signed by the tenant and sent by a prepaid post letter or handed to the Secretary of the Association.