

Bromley



Common

Allotment Garden Association

Founded 1941

Member of the Bromley Allotments & Leisure Gardens Federation

CONSTITUTION AND RULES OF THE ASSOCIATION

1. Name

The Association shall be called the

Bromley Common Allotment Garden Association

(hereinafter referred to as the Association).

In accordance with the terms of the Association's lease with the London Borough of Bromley, the Association shall be a member of the Bromley Allotments and Leisure Gardens Federation ("BALGF").

2. Objectives

The objectives of the Association shall be

- (2a) To secure Association sites and encourage cultivation.
- (2b) To safeguard the interests of all members whether they be Tenants, Plot Holders Assistants or Garden Members.
- (2c) To take such steps as may be required by the Local Authority for good management and cultivation of allotments in accordance with the terms and conditions of the lease granted by the Council of the London Borough of Bromley.
- (2d) To provide facilities at a viable rent per plot where those residents of the Borough of Bromley in particular may further their interest in horticulture and exchange ideas with fellow members, and participate in horticultural competitions as desired.
- (2e) To ensure that the Association's sites are satisfactorily managed and maintained to a good standard.
- (2f) To promote and maintain cordial relationships within the allotment community and with all residents of Bromley Common and especially those in the neighbourhood of the Association's sites.
- (2g) To endeavour to provide a trading facility for all registered members of the Association.

3. Constitution and Rules of the Association

(3a) **Compiled: January 2014**
Revised: January 2018

1. The terms of our lease with the London Borough of Bromley
 2. Guidance from the Bromley Allotments and Leisure Gardens Federation
 3. The various Allotment Acts 1908 - 1950
- (3b) As a tenant of the Council of the London Borough of Bromley, the Association is obliged to uphold and implement the terms and conditions as defined by the Lease issued by the Council of the London Borough of Bromley, together with the Constitution and Allotment Tenancy – Terms and Conditions issued by the Bromley Allotments and Leisure Gardens Federation.
- (3c) The Constitution and Rules of the Association are to be read in conjunction with the Allotment Tenancy – Terms and Conditions, hereinafter referred to as the Terms and Conditions of Tenancy, together with the Plot Holders and Garden Helpers Responsibilities.
- (3d) The Constitution and Rules of the Association may only be amended at an Annual or Extraordinary General Meeting. Any proposed changes to the Rules of the Association shall be notified to the membership by the Secretary by means of a written notice as described in paragraph par. (26a) below, no later than 14 days prior to the date of the meeting. Any such amendment, alterations or resolutions shall be put to the vote and must be carried by two thirds of those present and entitled to vote at an Annual General Meeting.
- (3e) The Allotment Tenancy – Terms and Conditions are published by the Bromley Allotments and Leisure Gardens Federation in conjunction with the Council of the London Borough of Bromley on the basis of a lease granted by the Council for the Allotment Sites. The Association is therefore required to revise and update the Allotment Tenancy – Terms and Conditions in line with any changes notified by Bromley Allotments and Leisure Gardens Federation. The approval of an Annual or Extraordinary General Meeting is not required to implement changes to the Allotment Tenancy – Terms and Conditions.
- (3f) The Plot Holders and Garden Helpers Responsibilities consists of either additional conditions not included in the Allotment Tenancy – Terms and Conditions but considered necessary by the Management Committee, or expansions of existing rules, the contents of which may be amended by the Management Committee. Any such amendment or alteration shall be put to the vote and must be carried by two thirds of those present.

4. Membership

- (4a) **Data Protection**
The Management Committee may only use personal data however stored for the purpose of the Association.

- (4b) Membership of the Association shall be open to all, but primarily to residents of Bromley Common and of the London Borough of Bromley.
- (4c) There shall be three categories of membership
- (i) Plot Holder¹ (hereinafter referred to as the Tenant)
 - (ii) Plot Holder's Assistant²
 - (iii) Garden Member³
- (4d) The Management Committee must provide all potential Tenants and Plot Holder Assistants with a copy of the Terms and Conditions of Tenancy and Tenant and Plot Holders and Garden Helpers Responsibilities. Potential Tenants and Plot holder's Assistants must also be given the opportunity to read the Constitution And Rules of The Association.
- (4e) All Tenants must be prepared to help keep their site in good order and assist with working parties for major projects and improvements (work parties).
- (4f) Tenants shall be Full Association Members and shall be entitled to vote at General Meetings.
- (4g) Plot Holder Assistants and Garden Members shall be Associate Members and with the exception of those elected to the Management Committee shall have no voting rights but shall be entitled to attend Annual and Extraordinary General Meetings.
- (4h) Applications for membership as a Tenant must be made in writing to the Hon. Secretary and the Management Committee will only grant membership after approval of the application.
- (4i) Requests for a Plot Holders Assistant must be made by the Tenant who wishes the individual to assist on his/her plot to a member of the Management Committee, who will raise the matter at the next Committee meeting. The said Tenant will ultimately be responsible for the conduct of the said Plot Holders Assistant.
- (4j) As patronage of the Sunday Trading Store is restricted to members of the Association, Garden Members are not required to formally apply for membership.
- (4k) The Management Committee reserves the right to decline a request from an individual to rent an allotment plot.
- (4l) All Tenants and Plot Holders Assistants are required to complete an application for an allotment plot and a Tenancy Agreement Form.
- (4m) By accepting membership of this Association, Tenants, Plot Holders Assistants and Garden Members undertake to be bound by and abide by the Rules of the Association⁴ together with any interim rules the Management Committee consider necessary to introduce in the interests of the good management, safety, general maintenance of the Sites and the care and well-being of members and the integrity of the Bromley Common Allotment Garden Association.
- (4n) Members are responsible for the well-being, safety and conduct for the duration of their presence on the Sites of any person(s) whom they may bring to the Site and who are not members of the Association.

- (4o) The Management Committee are empowered to give 28 days notice in writing of a termination of tenancy to a Tenant or Plot Holders Assistant for which written reasons will be given. In the event of such written notice being given, membership and/or tenancy shall terminate on the expiry of such notice i.e. on the 28th day after the service of the notice.
- (4p) In the event that a member removes crops, produce, implements or other equipment from another tenant's plot without their express permission, the Management Committee are empowered to terminate the tenancy of the individual(s) involved.
- (4q) With the specific exception of Green Waste Recycling, allotment land must not be allowed to be used for any form of "trade" or business" venture.
- (4r) The Management Committee reserves the right to enter onto any plot, with or without the consent of the Tenant, to cut down excessive and seeding weed growth and overgrown grass and to charge the Tenant for same. Failure to pay may result in the termination of the tenancy.
- (4s) The Management Committee reserves the right to clear overgrown plots that are currently tenanted and are causing a nuisance. The Tenant will be charged the full cost on each occasion that this occurs.
- (4t) The Management Committee shall have the right to suspend or withdraw membership from any person whose conduct, in the opinion of the Management Committee, is not conducive to the general well-being of the Association or who is in breach of the Rules of the Association⁴.
- (4u) In the event of a tenancy being terminated, the right to cultivate the said plot(s) by the Tenants named Plot Helpers Assistant will cease.
- (4v) The Management Committee reserves the right to invite or refuse to allow the said Plot Helper's Assistant to become the Tenant of the said plot(s).
- (4w) Under no circumstances whatsoever will the Management Committee accept money from or allocate key(s) to a potential Tenant until such time as
- a) A fully completed application form for a plot has been received by the Secretary,
 - b) The Management Committee have approved the application, and
 - c) A Tenancy Agreement Form has been signed by the Tenant in the presence of and witnessed by the Secretary or his/her representative.
- (4x) Under no circumstances whatsoever will the Management Committee allocate key(s) to a potential Plot Holder's Assistant until such time as
- a) A fully completed application form for a plot has been received by the Secretary,
 - b) The Management Committee have approved the application, and
 - c) A Tenancy Agreement Form has been signed by the Plot Holders Assistant in the presence of and witnessed by the Secretary or his/her representative.
- (4y) Tenancy Sharing
- (a) Joint Tenancy

The Management Committee should arrange for both parties to complete the Tenancy Agreement Form at the same time. Both Tenants will be considered equally responsible for the general upkeep of the allocated plot(s).

(b) Group Tenancy

The principal Tenant of the group will complete a dedicated Tenancy Agreement Form accepting responsibility for the plot(s) and the group. Each member of the group will also be required to provide their details and complete a dedicated Group Tenancy Agreement Form.

- (4z) In the case of a Tenant who has failed to renew his/her tenancy by 25th January, the Tenant will be asked to remove no later than 28 days after 25th January any items of equipment (e.g. garden tools etc) including plants from the plot and to surrender his/her keys for the Site against refund of the deposit paid for the keys. Where such items are not removed as requested, the Management Committee shall have the right to dispose of them as set out in the Terms and Conditions of Tenancy. Any monies accruing as a result shall be paid into the Association's funds. Thereafter the Tenant may re apply for membership in the normal manner but must join any waiting list and will not be guaranteed his/her original plot.
- (4za) A departing Tenant shall remove any items or derelict structures from the plot before the end of the tenancy. The Management Committee will dispose of any materials not removed and are empowered to recover any costs incurred from the outgoing Tenant.
- (4zb) All new Tenants shall, depending on the date they joined, be subject to a probationary period of between three and six months.
- (4zc) The Committee will only consider new Tenant plot applications that are returned within fourteen days of their dispatch date.
- (4zd) A photographic record will be made every time a plot is re-assigned.

5. Rent

- (5a) Each Tenant shall pay:
- (5b) An Annual Membership Fee,
the cost of which shall be determined at an Annual or Extraordinary General Meeting.
- (5c) An Annual Ground Rent,
the amount payable being calculated according to the size of plot(s) recorded on the Tenancy Agreement Form(s). The level of plot rent shall be determined by the Management Committee, and shall be assessed in conjunction with the Consumer Price Index (CPI) figure published by the Government each September, with a maximum increase limit of 3%.
- (5d) An Annual Water Rent,
the amount payable being calculated according to the size of plot(s) recorded on the Tenancy Agreement Form(s). The level of water rent shall be determined by the cost of water used between the preceding 1st April and 30th September.

- (5e) If appropriate, a non-participation in a statutory work party surcharge. The amount payable being calculated according to the size of plot(s) recorded on the Tenancy Agreement Form(s). The level of which shall be determined by the Management Committee.
- (5f) Any charge that the B.A.L.G.F. or L.B.B. may impose which may or may not be calculated according to the size of plot(s) recorded on the Tenancy Agreement Form(s).
- (5g) Each Plot Helpers Assistant shall pay:
- (5h) An Annual Membership Fee,
the cost of which shall be determined at an Annual or Extraordinary General Meeting
- (5i) Each Garden Member shall pay:
- (5j) An Annual Membership Fee on their first visit to the Trading Store in each calendar year, the cost of which shall be determined at an Annual or Extraordinary General Meeting.
- (5k) Except in individual exceptional circumstances the Management Committee will despatch by 1st November in each year an invitation to Tenants to renew their tenancy (rent demand). Exceptional circumstances to include
 - (i) New Tenants who are on probation.
 - (ii) The tenancy of an existing Tenant that is under review.
- (5l) Except in individual exceptional circumstances the Management Committee will despatch by 1st November in each year an invitation to Plot Holders Assistants to renew their Association membership.
- (5m) All rents and subscriptions for existing Tenants and Plot Holders Assistants will fall due for payment on **1st January of each year**. Any Tenant or Plot Holders Assistant whose rent(s) or subscription is still outstanding at **25th January of the same year** will be considered to have terminated his/her membership of the Association and in the case of a Tenant the plot will be re let. See also par. (4z) above.
- (5n) It will not be incumbent upon the Management Committee to send a reminder to those Tenants or Plot Holders Assistants whose subscriptions are still outstanding as at 25th January in any given year.
- (5o) Rents outstanding as at 25th January and subsequently paid by the Tenant or Plot Holders Assistant will automatically incur a penalty surcharge of 10% of the aggregate sum due for each 28 day period or part thereof that the payment is outstanding after that date.

6. Clean Plot Deposits

- (6a) When taking over the tenancy of a plot in good condition, the Management Committee reserves the right to require the Tenant to pay a “clean plot deposit”, the level of which shall be determined by the Management Committee.
- (6b) Should, on the determination of a Tenancy the plot be untended, or left in an uncultivable condition, the clean plot deposit will be retained by the Association and used to conduct remedial work on the plot in preparation for a new Tenant.

7. Keys and Key Deposits

- (7a) The Management Committee shall determine the level of key deposits. All keys issued by the Management Committee are subject to a deposit being paid.
- (7b) The Management Committee reserve the right not to issue keys to individuals who have not completed an appropriate Tenancy Agreement Form.
- (7c) The Management Committee reserve the right to withhold deposits for keys not returned within two months of the determination of a Tenancy.

8. Concessionary Rent

- (8a) Concessionary rate rent will only apply to ground rent.
- (8b) The percentage of discount of concessionary ground rent shall be determined at an Annual or Extraordinary General Meeting.
- (8c) Irrespective of Government legislation, the age at which Tenants become eligible for concessionary rate ground rent shall be the year commencing the 1st January following their 65th birthday.
- (8d) It will not be incumbent upon the Management Committee to enquire as to when a Tenant becomes eligible to pay a concessionary rate ground rent.
- (8e) The Management Committee reserves the right to ask for evidence of concessionary ground rent entitlement.
- (8f) In the case of a joint tenancy, the concessionary rate rent starts when both/all Tenants have attained the age of 65.
- (8g) In the case of a sole tenancy becoming joint after a number of years, it will be treated as (8f) above.

9. Work Party Surcharge

- (9a) The Management Committee reserves the right to impose a surcharge on those Tenants who have not participated in or contributed the equivalent time to overall site maintenance as specified in (4e) above and the Terms and Conditions of Tenancy.
- (9b) The number of work hours per annum and the level of the surcharge shall be determined at an Annual or Extraordinary General Meeting.
- (9c) The Management Committee will advise Tenants by 10th February each year the times and dates of all scheduled work parties.

10. Termination of a Tenancy of an Allotment Plot

- (10a) The tenancy of an allotment plot shall, unless the Management Committee have invited the Tenant(s) to renew their tenancy (rent request), terminate on the 31st December annually.
- (10b) In addition to the terms and conditions set out in the lease issued by the London Borough of Bromley and the Allotment Tenancy – Terms and Conditions issued by the Bromley

Allotments and Leisure Gardens Federation, the Management Committee may also terminate a tenancy:

- (i) If the rent has not been paid by 25th January.
 - (ii) If the Tenant is not duly observing the rules of the Association.
 - (iii) If the Tenant has been convicted of theft from an allotment site.
- (10c) In the event of a tenancy being terminated upon a conviction as mentioned above, the Management Committee shall not allow the Tenant so convicted to hold a further tenancy at any time thereafter.
- (10d) After 28 days of a termination of a tenancy the Association shall be entitled to recover from the Tenant any costs incurred in the removal of non-compostable waste left on the vacated plot(s) that is considered to be of no benefit to a future tenant.

11. Management Committee

- (11a) The management of the Association shall be conducted by the Officers and Committee Members of the Management Committee.
- (11b) The Management Committee shall consist of Honorary Officers and Committee Members.
- (11c) The Honorary Officers and Committee Members shall retire at the Annual General Meeting but shall be eligible for re-election.
- (11d) Management Committee Members shall be elected at an Annual or Extraordinary General Meeting.

12. Election of Honorary Officers and Committee Members (Management Committee)

- (12a) There shall be no limit to the duration an individual may serve as an Officer or Committee Member of the Association but each Officer/Committee Member must seek re election annually. Where there is no other nominee for a post and the sitting officer seeks re election he/she will be automatically re elected.
- (12b) Anyone wishing to seek election to the Management Committee should make his/her wishes known either to the Secretary prior to or at the Annual General Meeting.

13. Officers

- (13a) All Officers shall be Honorary and shall consist of Chairman, and/or Vice-Chairman, Secretary, Treasurer, Trading Manager, and overall Site Manager. The Association may also appoint a Membership Secretary, Social Secretary and Assistant Site Managers. Each of whom shall be ex-officio members of the Management Committee. Honorary Officers may only be appointed at an Annual or Extraordinary General Meeting.
- (13b) *Except that where a vacancy arises following an Annual General Meeting, the Committee may appoint one of their number in an Acting capacity to fill the vacancy until the date of the next Annual General Meeting/Extraordinary General Meeting.*

- (13c) Interim officer(s) vacancies shall be filled by the Committee who shall have powers to co opt members to hold the vacant officer(s) post until the next Annual or Extraordinary General Meeting.

14. Committee Meetings

- (14a) For the purposes of a Committee Meeting there must be a quorum of five of whom three must be Honorary Officers.
- (14b) The Management Committee shall hold 9 meetings each year between the months of February and November.

15. Duties and Responsibilities of the Management Committee

- (15a) All Management Committee Members shall endeavour to attend all meetings of the Committee, take an active interest in the Association, Association Members, its sites and to bring forward all matters concerning the welfare of the members whom they represent and at all times to be open to receive suggestions from members.
- (15b) All Hon. Officers shall discharge the duties of their respective posts to the best of their ability and in accordance with the Constitution and Rules of the Association.
- (15c) Failure to attend at least five Committee Meetings between the months of February and November may harm an individual being automatically eligible to seek re-election.
- (15d) The Management Committee has the power, at its discretion, to deal with any Association matters not expressly provided for in the Rules of the Association.

16. The Secretary

- (16a) The Hon. Secretary shall keep the minutes of all meetings, give due notice of all meetings, deal with correspondence and present a report of the Association at the Annual General Meeting.

17. The Treasurer

- (17a) The Hon. Treasurer shall be held responsible for recording all monetary transactions, a report on which should be presented at Committee and Annual General Meetings.

18. Plot Inspections

- (18a) Members of the Management Committee shall carry out Plot Inspections at intervals as they consider necessary throughout the year. The Plot Inspectors will submit a report for the Committee's consideration following which the Committee will pursue any action they deem appropriate with individual members whose plots are judged to be in need of attention.
- (18b) The Plot Inspection Team will record photographically evidence of any plot that is deemed to be sub-standard.
- (18c) Tenants will only be notified a maximum of three times that their plot(s) – including the surrounding grass paths and edges for which they are responsible – are not being cultivated in accordance with par.(1c) of the Allotment Tenancy – Terms and Conditions. Should the inspection team consider it necessary to contact the Tenant(s) a fourth time, it

will be automatically generate a 28 day termination of tenancy notice in accordance with par.(4o) above.

19. Finance

- (19a) The Financial year shall commence on 1st November of each year and end on 31st October of the following year. The Hon. Treasurer shall prepare an annual statement of the Association's Accounts, which shall be reviewed by an independent financial examiner and presented to the Annual General Meeting for approval. A copy of the Management Accounts to be submitted to the London Borough of Bromley as requested by them.
- (19b) All cheques issued must be signed by **two** authorized officers, the second of which not being the spouse, partner or relation of the first.
- (19c) Officers authorised to sign cheques shall be The Hon. Treasurer, The Hon. Secretary, and The Hon. Trading Manager.
- (19d) A Financial Examiner shall be appointed at an Annual or Extraordinary General Meeting.
- (19e) The Association shall maintain two bank accounts:
 - (a) A Management Account,
 - (i) Into which is paid Key and Clean Plot Deposits and Ground and Water Rent together with any additional payment levied upon Association Members that the BALGF or LBB may impose. Payments made from the Management Account must only relate to water, site maintenance, returned deposits, insurance and BALGF dues.
 - (ii) Accurate and complete registers of Key and Clean Plot Deposits and Refunds must be maintained. Key and Clean Plot Deposits must be "ring fenced" and not used for any other purpose.
 - (b) A General Account,
 - (i) Into which is paid Membership Subscriptions, Work Party Surcharges, Donations, Sunday Trading Store Income and any other non-plot rental related income activity. Payments made from the General Account relate to all other expenditure not recorded in (19e(a)(i)) above.
- (19f) Honorary Officers may on production of appropriate evidence claim all expenses, providing that the expenditure is wholly and reasonably incurred on behalf of the Association.
- (19g) Extra-ordinary expenditure must be sanctioned by the full Committee.
- (19h) The levels of unsanctioned expenditure by Honorary Officers will be reviewed annually at the first Committee Meeting following the Annual General Meeting.

20. Honorariums

- (20a) The Management Committee retains the discretionary power to award Officers and Sunday Trading Store Helpers an Honorarium, the amounts of which shall be determined at an Annual General meeting.

21. Insurance

- (21a) The Association shall hold Public Liability Insurance cover as specified in the lease issued by the Council of the London Borough of Bromley.
- (21b) All sanctioned activities must comply with the terms and conditions specified in the prevailing Insurance Policy.

22. General Meetings

- (22a) The Annual General Meeting shall be held in the first quarter of each year.
- (22b) The date and agenda of which shall be published no later than 14 days before the date of such meeting.
- (22c) In order for an Annual General Meeting to take place a minimum of ten Full Association members must be present.

23. Voting Rights

- (23a) Each full Member of the Association shall be entitled to one vote.
- (23b) A member is not permitted to appoint a proxy to attend and vote at an Annual General Meeting on his/her behalf.
- (23c) With the exception of an amendment to the Associations Constitution, as detailed in par. (3d) above, a simple majority of the Members attending and voting at an Annual General Meeting is required to approve a motion. In the event of an equal number of votes being cast for and against a motion the Chairman of the meeting shall have the casting vote.

24. Lifetime Membership

The Association may appoint the following Lifetime Membership posts, all of which shall be Honorary: -

- (24a) Patron
The Management Committee is empowered to appoint a fully retired former Association member who, in their opinion, warrants such distinction.
- (24b) Honorary President
The Management Committee may recommend to the Annual General Meeting the appointment as Honorary President of any member who, in the opinion of the Committee, warrants such distinction. They may or may not already hold the post of Honorary Vice President
- (24c) Honorary Vice President(s)
The Management Committee may recommend to the Annual General Meeting the appointment as Vice President of any member who, in the opinion of the Committee, warrants such distinction. The person on whom this post is bestowed shall not subsequently be precluded from being appointed Honorary President or Patron.
- (24d) The number of Vice Presidents shall be limited to three at any given time.

(24e) Honorary Life Member

The Management Committee are empowered to grant Honorary Life Membership to any member who, in the opinion of the Committee, warrants such distinction. With the exception of those elected to the Management Committee shall have no voting rights but shall be entitled to attend Annual and Extraordinary General Meetings.

25. Extraordinary General Meetings

(25a) Such meetings may be called on behalf of the Management Committee by

(25b) (a) The Hon. Chairman or Hon. Secretary

or

(b) Upon a written request from any Tenant addressed to the Hon Secretary and supported by the names, addresses and signatures of no less than 25% of the Tenants of any allotment site registered with the Association, all of whom must be present at any Extraordinary General Meeting convened for the meeting to proceed. The request shall clearly state the purpose of the Extraordinary General Meeting requested and only that purpose shall be considered and discussed at any Extraordinary General Meeting convened as a result. *Except that the Management Committee may use any such meeting to seek the members' endorsement of any Hon Officer who has been co opted or appointed as a result of such a post not being filled at the AGM or becoming vacant, for whatsoever reason, subsequent to the most recent AGM.* Where an individual Tenant requests an Extraordinary General Meeting the Association reserves the right to require that person to meet any costs involved in convening and holding the meeting requested.

(25c) Any Notice required to be given by the Secretary for the purpose of a General Meeting will generally be by letter or email but will be deemed to have been given if the Notice is clearly displayed for 14 consecutive days on the Notice Board at the Allotment sites.

26. Notices to Members

(26a) For the purposes of these Rules any Notice required to be given by the Association or its Management Committee shall in addition to email, be deemed to have been given if it is given in accordance with the Term and Conditions of Tenancy. Any Notice required to be given by a Tenant to the Association shall similarly be deemed to have been given if in addition to email it is given in accordance with the Terms and Conditions of Tenancy.

(26b) The Management Committee may communicate with members by whatever means they shall consider most expedient.

27. Dissolution

(27a) In the event that the Association ceases to exist and is dissolved:

(27b) All land, and buildings and other permanent structures, will revert to the Council. Machinery and equipment bought with rental income will be offered to the Council, in the event that the Council does not require the items then they will be disposed of and at the Council's discretion, the proceeds will be split equally amongst plot holders or transferred to the Bromley Allotments and Leisure Gardens Federation for use for the benefit of other sites in the Borough.

(27c) Machinery, equipment and stock not bought with rent money or grant funding, and therefore belonging to the Association, will be disposed of by the Association – or in

default of such action may be disposed of by an agent appointed by the Council – and the proceeds, together with all money held and not derived from rents or grants, split pro rata amongst the Tenants according to the number of completed calendar years they have been Full Association Members.

- (27d) All unspent rental money together with Key and Clean Plot Deposits will be paid back to the Council. The Secretary will provide the Council with full details of “ring fenced” deposits held.
- (27e) Any monies paid to the Association by way of a grant will be transferred by written agreement to the Bromley Allotments and Leisure Gardens Federation for the benefit of another allotment site within the London Borough of Bromley, or become refundable on demand if requested by the grant funder.
- (27f) Any property purchased by the Association using grant monies and not annexed to the land will be transferred to the Bromley Allotments and Leisure Gardens Federation for the benefit of another allotment site within the London Borough of Bromley.
- (27g) In the event that one of the Associations constituent sites should leave the Association, the portion of Management Account funds agreed at the 2012 Annual General Meeting, all Key and Clean Plot Deposits paid by Holy Trinity members, together with surplus funds accrued by Holy Trinity since the 1st November 2011 shall, once the new Association is formed and functioning, be transferred to them. They will not be entitled to any funds held in the General Account.

28. Association Equipment

- (28a) The Association may provide a limited range of equipment (Association Equipment) for the use of Tenants and or Plot Holders Assistants.
- (28b) Association Equipment so provided may only be used by Association members.
- (28c) The Management Committee have the discretionary power to agree or otherwise to requests to use Association Equipment.
- (28d) The Management Committee will make available appropriate safety equipment.
- (28e) The Management Committee reserves the right to charge a reasonable fee to cover fuel, maintenance and replacement of Association Equipment purchased specifically for use by Tenants and Plot Holders Assistants.
- (28f) Except in the following instances, equipment provided by the Association must not be taken or used off site.
 - a) When transferring equipment between allotment sites within the Association.
 - b) Removing to a secure storage area.
 - c) Removal for repair and or servicing.
- (28g) In each instance an Hon. Officer or his/her delegated representative must arrange such transfers.
- (28h) An Officer or Committee Member may instruct Tenants and/or Plot Holders Assistant on the use of a specific item of Association Equipment. Unless using on a designated work

party, the said Tenant, Plot Holders Assistant uses equipment provided by the Association at their own risk.

- (28i) Where there is evidence that damage to Association equipment is wilful or due to negligent use, the Association reserves the right to seek recompense from the person using the equipment when the damage occurred.

29. Bonfires

- (29a) Bonfires are not permitted without the express permission of the Site Manager.

30. Water

- (30a) It is incumbent upon the Association to ensure that the water feeds to the site dip tanks is turned off from 1st November to the 31st March annually.

31. Provisions for dealing with matters not expressly provided for in the Rules of the Association

- (31a) Should a situation arise which is not covered by the Rules of the Association, the Management Committee is empowered to deal with the situation in any way they feel appropriate.

Notes

- ¹ *Plot Holder (Tenant)* An individual who is entered on a Tenancy Agreement form as a Tenant of the plot. A Plot Holder is a Full Association member and entitled to vote at General Meetings
- ² *Plot Holders Assistant* An individual who is entered on a Tenancy Agreement form as an assistant to a designated Tenant. A Plot Holders Assistant is an Associate Association member and is not entitled to vote at General Meetings.
- ³ *Garden Member* An individual who patronises the Sunday Trading Store. A Garden Member is an Associate Association member and is not entitled to vote at General Meetings.
- ⁴ *Rules of the Association* Collective term for the Constitution and Rules of the Association, the Allotment Tenancy – Terms and Conditions (Terms and Conditions of Tenancy) and the Plot Holders and Garden Helpers Responsibilities.